

The Gazette



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**Separate paging is given to this Part in order that it may be filed
as a separate compilation**

NOTICE

The undermentioned Gazettes of India Extraordinary were published up to the 8th April, 1964 :—

Issue No.	No. and Date	Issued by	Subject
97	S.O. 1215, dated 3rd April, 1964.	Ministry of Law	Notifying for general information regarding filling the seats of the members of the Council of States elected by the elected members of the Legislative Assemblies and the members of the electoral colleges of the Union Territories of Himachal Pradesh and Delhi and names of the members nominated.
98	S.O. 1216, dated 4th April, 1964.	Ministry of Labour and Employment.	Declaring the industry engaged in the transport for the carriage or handling of food-grains at the docks and at the godowns within the Port of Bombay to be a public utility service for a period of six months from the date of publication of this notification.
99	S.O. 1217, dated 6th April, 1964.	Ministry of Information and Broadcasting.	Approval of the film specified therein.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

PART II—Section 3—Sub-section (ii)

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

MINISTRY OF FINANCE**(Department of Economic Affairs)***New Delhi, the 8th April 1964*

S.O. 1318.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 9 of the said Act shall not apply to the Coimbatore Varthaka Vridhi Bank Ltd., Coimbatore in respect of the properties held by it at Vellanaipatti, Coimbatore District, Madras, till the 15th June, 1964.

[No. F.15(11)-BC/64]

B. J. HEERJEE, Under Secy.

An Account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 31st day of April, 1964

ISSUE DEPARTMENT

LIABILITIES	Rs.	Rs.	ASSETS	Rs.	Rs.
Notes held in the Banking Department	18,39,75,000		Gold Coin and Bullion —		
			(a) Held in India	117,76,10,000	
Notes in circulation	2502,95,46,000		(b) Held outside India		
			Foreign Securities	112,45,69,000	
Total Notes issued		2521,35,21,000			
			TOTAL		230,21,79,000
			Rupee Coin		106,76,66,000
			Government of India Rupee Securities		2184,36,76,000
			Internal Bills of Exchange and other commercial paper		
TOTAL LIABILITIES		2521,35,21,000	TOTAL ASSETS		2521,35,21,000

Dated the 8th day of April 1964.

P. C. BHATTACHARYYA,
Governor

[No. F. 3(2)-BC/64.]

A. BAKSI, Jt. Secy.

(Department of Economic Affairs)*New Delhi, the 18th April 1964*

S.O. 1320.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President, with the consent of the Government of Mysore, hereby rescinds the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 1488, dated the 1st July, 1961.

[No. F. 7(9)-NS/60.]

A. G. KRISHNAN,
Officer on Special Duty.

(Department of Revenue & Company Law)*New Delhi, the 4th April 1964*

S.O. 1321.—The President is pleased to appoint Shri H. K. Ganguli, Assistant Registrar, High Court, Calcutta substantively to the post of Official Liquidator, Calcutta with effect from 25th March, 1964.

[No. PFG(119)-CLA/61.]

T. S. KANNAN, Under Secy.

MINISTRY OF STEEL, MINES AND HEAVY ENGINEERING**(Department of Mines and Fuel)***New Delhi, the 6th April 1964*

S.O. 1322.—Whereas in pursuance of the notification of the Government of India in the late Ministry of Steel, Mines and Fuel (Deptt. of Mines and Fuel) S.O. No. 25 dated the 22nd December, 1959 under section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government acquired 3448.88 acres of land in the villages of Kumda, Gangikat, Balrampur, Arosta, Gobindpur, Shiwnandanpur, Gorkhnathpur, Jayanagar and Keshwanagar among other villages in the District of Surguja;

Whereas, Shri Somru Chamar son of Shri Bikul Chamar, of village Gangikat, P.S. Jainagar, District Surguja, the interested person has under section 13 of the said Act, furnished his claim for compensation payable for acquisition of his lands before the competent authority;

And, whereas, the amount of compensation payable to him under the said Act could not be paid owing to a dispute as to the title to receive it and also the apportionment thereof;

Now, therefore, in exercise of the power conferred under sub-section (2) of section 14 of the said Act, the Central Government hereby constitutes a Tribunal consisting of Shri M. Z. Hasan, District and Sessions Judge, Bilaspur, and refers the dispute to the said Tribunal.

[No. C2-20(10)/62.]

A. NABAR, Under Secy.

MINISTRY OF HEALTH*New Delhi, the 6th April 1964*

S.O. 1323.—Whereas the members of the Senate of the Punjab University have, in pursuance of clause (d) of section 3 of the Dentists Act, 1948 (16 of 1948), elected Dr. S. J. Vazirani, B.D.S., M.S., B.O.S., FICD., Professor, Dental Wing, Government Medical College, Patiala, as a member of the Dental Council of India with effect from the 10th March, 1964;

Now, therefore, in pursuance of the provisions of section 3 of the said Act, the Central Government hereby appoints Dr. S. J. Vazirani as a member of the Dental Council of India constituted by it in pursuance of the said section and makes the following further amendment in the notification of the Government of India in the Ministry of Health No. 3-2/62-MII, dated the 17th October, 1962;

In the said notification, in the entries under the heading "Elected under sub-section (d) of section 3", after serial No. 5 and the entry relating thereto, the following serial No. and the entry shall be inserted, namely:—

"6. Dr. S. J. Vazirani, BDS, MS, BOS, FICD, Professor, Dental Wing, Government Medical College, Patiala".

[No. F.3-9/64-MPT.]

B. B. L. BHARADWAJ, Under Secy.

New Delhi, the 7th April 1964

S.O. 1324.—The following draft rules further to amend the Drugs Rules, 1945, which the Central Government propose to make, in exercise of the powers conferred by sections 12 and 33 of the Drugs Act, 1940, (23 of 1940), is published, as required by the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft rules will be taken into consideration on or after the 15th June, 1964.

2. Any objection or suggestions which may be received from any person with respect to the said draft rules before the date so specified will be considered by the Central Government.

Draft Rules

1. The rules may be called the Drugs (Amendment) Rules, 1964.
2. In the Drugs Rules, 1945, in Schedule "A"

(1) In form 10, after paragraph (2), the following shall be inserted, namely:—

"(3) The licensee shall inform the Licensing Authority in writing in the event of any change in the constitution of the firm operating under the licence. Where any change in constitution or the firm takes place the current licence shall be deemed to be valid for a maximum period of three months from the date on which the change takes place unless in the meantime a fresh licence has been taken from the Licensing Authority in the name of the firm with the changed constitution."

(2) in Forms, 20, 20-A, 20-B, 21-21-A, 21-B, 25, 25-A, 25-B, 28 and 28-A, under the heading 'Conditions of licence', the following further condition shall be inserted at the end, namely:—

"The Licensee shall inform the Licensing Authority in writing in the event of any change in the constitution of the firm operating under the licence. Where change in constitution, of the firm takes place the current licence shall be deemed to be valid for a maximum period of three months from the date on which the change takes place unless in the meantime a fresh licence has been taken from the Licensing Authority in the name of the firm with the changed constitution."

[No. F. 1-22/63-D.]

S.O. 1325.—The following draft rules further to amend the Drugs Rules, 1945, which the Central Government, after consultation with the Drugs Technical Advisory Board, propose to make, in exercise of the powers conferred by section 12 and 33 of the Drugs Act, 1940, (23 of 1940), is published, as required by the said sections for the information of all persons likely to be affected thereby and notice is hereby given that the said draft rules will be taken into consideration on or after the 30th June, 1964.

Any objections or suggestions which may be received from any person with respect to the said draft rules before the date so specified will be considered, by the Central Government.

Draft Rules

1. These rules may be called the Drugs (Amendment) Rules, 1964.
2. In Drugs Rules, 1945, in Schedule K. against entry 5 under the column 'Extent and conditions of exemption', for the words.

"All the provisions of Chapter IV of the Act and the Rules thereunder, subject to the conditions that, in the case of medicine containing a substance specified in Schedule 'E', the following words shall be substituted, namely:

"All provisions of Chapter IV of the Act and the Rules thereunder, subject to the following conditions:—

(1) The drugs shall be purchased only from a licensed dealer or a licensed manufacturer under the Drugs Rules, 1945.

(2) In the case of medicine containing a substance specified in Schedule "E" the following additional conditions shall be complied with."

[No. F. 1-8/60-D.]

New Delhi, the 10th April 1964

S.O. 1326.—In exercise of the powers conferred by section 12 and 33 of the Drugs Act, 1940, (23 of 1940), the Central Government hereby makes the following rules further to amend the Drugs Rules, 1945, the same having been previously published as required by the said sections.

These rules may be called the Drugs (Fifth amendment) Rules, 1964.

2. In the Drugs Rules, 1945, (hereinafter referred to as the said rules),

for rule 28, the following rule shall be substituted namely:—

"28 Duration of import licence.—A licence, unless it is sooner suspended or cancelled, shall be valid up to the 31st December, of the year following the year in which it is granted"

Provided that if application for a fresh licence is made three months before the expiry of the existing licence the current licence shall be deemed to continue in force until orders are passed on the application."

3. For rule 63 of the said rules, the following rule shall be substituted, namely:—

"63 Duration of Licence.—An original licence or a renewed licence to sell drugs, unless sooner suspended or cancelled, shall be valid up to the 31st December, of the year following the year in which it is granted or renewed:

Provided that if the application for renewal of licence in force is made before its expiry or if the application is made within one month of its expiry, after payment of the additional fee, the licence shall continue to be in force until order are passed on the application. The licence shall be deemed to have expired if application for its renewal is not made within one month after its expiry.

4. After rule 63 of the said rules, the following rule shall be inserted: namely:—

"63-A Certificate of renewal of a sale licence.—The certificate of renewal of a sale of licence in Forms 20, 20-A, 20-B, 21-21A, and 21-B shall be issued in Form 21-C".

5. For rule 72 of the said rules, the following rule shall be substituted namely:—

"72. Duration of licence.—An original licence or a renewed licence in Form 25 or in Form 25-B unless sooner suspended or cancelled shall be valid up to the 31st December, of the year following the year in which it is granted or renewed.

Provided that if the application for the renewal of a licence is made before its expiry, or if the application is made within one month of its expiry after payment of the additional fee, the licence shall continue to be in force until orders are passed on the application. The licence shall be deemed to have expired if the application for its renewal is not made within one month of its expiry".

6. After rule 73-A of the said rules, the following rule shall be inserted, namely:—

"73-AA Duration of loan licence.—An original loan licence in Form 25-A, or a renewed loan licence in Form 26-A, unless sooner suspended or cancelled, shall be valid up to the 31st December, of the year following the year in which it is granted or renewed."

Provided that if application for renewal is made three months before the expiry of the existing licence the current licence shall be deemed to continue in force until orders are passed on the application."

7. For rule 77 of the said rules, the following rule shall be substituted namely:—

"77. Duration of licence.—An original licence in Form 28 or a renewed licence in Form 26, unless, sooner suspended or cancelled shall be valid up to the 31st December, of the year following the year in which it is granted or renewed."

Provided that if application for the renewal of a licence in force is made before its expiry, or if the application is made within one month of its expiry after payment of the additional fee, the licence shall continue to be in force until orders are passed on the application. The licence shall be deemed to have expired if application for its renewal is not made within one month after its expiry".

8. After rule 83-A of the said rules, the following rule shall be inserted, namely:—

"83-AA. Duration of loan licence.—An original loan licence in Form 28-A or a renewed loan licence in Form 26-A, unless sooner suspended or cancelled, shall be valid up to the 31st December, of the year following the year in which it is granted or renewed."

Provided that if application for renewal is made three months before the expiry of the existing licence the current licence shall be deemed to continue in force until orders are passed on the application."

9. In Schedule A of the said rules.

(1) In Form 10, for para 2, the following para shall be substituted, namely:—

"(2) This is subject to the conditions prescribed in the Drugs Rules, 1945, and shall be in force from.....to.....unless it is sooner suspended or cancelled under the said Rules."

(2) In Form 19 for the words

'Application for a licence to sell, stock or exhibit for sale or distribute drugs',

the following words shall be substituted, namely:

'Application for grant or renewal of a licence or sell, stock or exhibit for a sale or distribute drugs'.

(3) In Form 19-A for the words

'Application for a restricted licence to sell, stock or exhibit for sale, or distribute drugs by retail by itinerant vendors and other dealers who do not engage the services of a qualified person',

the following words shall be substituted, namely:

'Application for the grant or renewal of a restricted licence to sell, stock or exhibit for sale, or distribute drugs by retail by itinerant vendors and other dealers who do not engage the services of a qualified person'.

(4) In Form 20,

(a) for para 2, the following para shall be substituted, namely:—

"2. The licence shall be in force from.....to....."

(b) after para 4, for the words

"Date.....Licensing Authority the following words shall be substituted, namely:

'Date.....Licence No.....

Licensing Authority'.

(5) In Form 20-A,

for para 2, the following para shall be substituted, namely:—

"2. The licences shall be in force from.....to....."

(6) In Form 20-B,

(a) for para 2, the following para shall be substituted, namely:—

"2. The licence shall be in force from.....to....."

(b) after para 4, the words,

'Date.....

Licensing Authority'

the following words shall be substituted, namely:—

'Date.....Licence No.....

Licensing Authority'.

(7) In Form 21,

(a) for para 2, the following para shall be substituted, namely:—

"2. The licence shall be in force from.....to....."

(b) after para 4, the words

'Date.....

Licensing Authority'.

the following words shall be substituted, namely:—

'Date.....Licence No.....

Licensing Authority'.

(8) In Form 21-A,

for para 2, the following para shall be substituted, namely:—

“2. The licence shall be in force from.....to.....”.

(9) In form 21-B,

(a) for para 2, the following para shall be substituted, namely:—

“2. The licence shall be in force from.....to.....”.

(b) after para 3 the words,

“Date.....

Licensing Authority’,

the following words shall be substituted, namely:—

“Date.....

Licensing Authority’.

(10) after Form 21-B, the following Form shall be inserted, namely:—

“FORM 21-C

(See rule 63-A)

Certificate of renewal of licence to sell, stock or exhibit for sale or distribute drugs

Number of licence and date of issue.....

1. Certified that licence No.....in Form 20, 20-A, 20-B, 21, 21-A, 21-B granted on theto.....for sale of the following drugs at the premises situated at.....has been renewed for a period from.....to.....

2. Categories or particulars of drugs.....

3. Name(s) of qualified person(s) incharge.....

Date.....

Licensing Authority.”

(11) In Form 25,

for para 3, the following para shall be substituted, namely:—

“3. The licence shall be in force from.....to.....”.

(12) In Form 25-A,

for para 4, the following para shall be substituted, namely:—

“4. The licence shall be in force from.....to.....”.

(13) In Form 25-B,

for para 2, the following words shall be substituted, namely:—

“2. The licence shall be in force from.....to.....”.

(14) In Form 26,

in para 1, for the words ‘has been renewed for a period of two years from the.....’,

the following words shall be substituted, namely:—

“has been renewed from.....to.....”.

(15) In Form 26-A,

in para 1, for the words ‘has been renewed for a period of two years from the.....’,

the following words shall be substituted, namely:—

‘has been renewed from.....to.....’.

(16) In Form 26-B,

in para 1, for the words ‘has been renewed for a period of two years from the.....’,

the following words shall be substituted, namely:—

‘has been renewed from.....to.....’.

(17) In Form 28,

for para 4, the following para shall be substituted, namely:—

“4. The licence shall be in force from.....to.....”.

(18) In Form 28-A,

after para 3, the following para shall be inserted, namely:—

“3A. The licence shall be in force from.....to.....”.

[No. F. 1-10/62-D.]

BASHESHAH NATH, Under Secy.

MINISTRY OF INTERNATIONAL TRADE**RUBBER CONTROL***New Delhi, the 13th April 1964*

S.O. 1327.—In exercise of the powers conferred by section 25 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby makes the following rules further to amend the Rubber Board Employees' Conduct Rules published with the notification of the Government of India in the late Ministry of Commerce and Industry No. S.O. 2083, dated the 3rd October, 1958, namely:—

1. These rules may be called the Rubber Board Employees' Conduct (Amendment) Rules, 1964.

2. In the Rubber Board Employees' Conduct Rules—

(a) for rule 5 the following rule shall be substituted, namely:—

“5. *Demonstrations and Strikes.*—No employee of the Board shall—

(i) engage himself or participate in any demonstration which is prejudicial to the sovereignty and integrity of India, the security of the State, friendly relations with foreign States, public order, decency or morality, or which involves contempt of court, defamation or incitement to an offence, or

(ii) resort to or in any way abet any form of strike in connection with any matter pertaining to his service or the service of any other employee of the Board.”

(b) for rule 6, the following rule shall be substituted, namely:—

“6. *Membership of Associations.*—No Board's employee shall join or continue to be a member of an Association the objects or activities of which are prejudicial to the interests of the sovereignty and integrity of India or public order or morality.”

[No. F. 21(3) Plant(B)/64.]

B. KRISHNAMURTHY, Under Secy.

(Office of the Jt. Chief Controller of Imports & Exports)

NOTICE*Bombay, the 13th March 1964*

S.O. 1328.—It is hereby notified that in exercise of the powers conferred by clause 9(a) of the Import (Control) Order 1955, the Government of India, in the Ministry of International Trade, propose to cancel the following licences granted by the Jt. Chief Controller of Imports & Exports, Bombay to M/s. Roller Chain Manufacturing Co., 12 Nanabhai Lane, Bombay-1 who have obtained the said licence by misrepresentation of facts unless sufficient cause against this, is furnished to the Jt. Chief Controller of Imports, Bombay within ten days of the date of issue of this notice by the said M/s. Roller Chain Manufacturing Co., 12, Nanabhai Lane, Bombay-1 or any bank or any other party, who may be interested in it:

Sl. No	Licence No. and Date	Value	Item	Country
1.	P/EP/2254899/C/XX/18C/B/18 dated 16-1-64	Rs. 988/-	Dry fruits	Iran
2.	P/EP/2254900/C/XX/18C/B/18 dated 16-1-64	Rs. 3819/-	Dates	Iraq by sailing vessels and other Persian Gulf Ports,

In view of what is stated above, M/s. Roller Chain Manufacturing Co., 12, Nanabhai Lane, Bombay-1 or any bank or any other party, who may be interested in the said licences Nos. P/EP/2254899/C/XX/18C/B/18 and P/EP/2254900/C/XX/18C/B/18 dt. 16th January 1964 are hereby directed not to enter into any firm commitments against the said licences.

[No. 1/59/64/CDN.II.]

N. BANERJI.
Dy. Chief Controller.

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 6th April 1964

S.O. 1329.—Whereas by a notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 3289, dated 12th November, 1963, under sub-section 1 of section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Government;

And whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Indian Refineries Limited free from all encumbrances.

SCHEDULE

State : UTTAR PRADESH.

Distt., ALLAHABAD.

Tahsil : SIRATHU.

Village	Survey No.	Extent	Village	Survey No.	Extent
		B. B. B.			B. B. B.
1. Sindheya	92M	0 3 10		585	0 5 10
	94	0 0 10		588	0 5 15
	95	0 2 0		589	0 9 0
	97	0 7 10		593	0 4 0
	98	0 9 10		594 M	0 3 10
	103	0 4 10		595 M	0 3 10
	104	0 7 5		597	0 4 10
	105	0 2 10		611	0 6 10
	106	0 4 0		612	0 5 0
	112	0 7 10		613	0 4 0
	116	0 7 10		614	0 3 0
	117 M	0 6 5		615	0 3 0
	118	0 0 5		616	0 2 0
	119	0 12 10		617	0 3 0
	120	0 3 0		628/2	0 0 10
	136	0 9 10		628/3	0 1 10
	137	0 12 0		629/1	0 3 0
	138	0 3 10		629/2	0 2 0
	139	0 1 0		630	0 4 0
	218	0 3 0		631	0 4 5
	221	0 7 5		632	0 3 10
	222	0 7 5		659	0 7 0
	239	0 1 10		660	0 1 0
	241/1	0 8 10		692	0 0 10
	242/2	0 3 10		693	0 4 10
	243	0 0 5			
	492	0 11 0	2. Teker Deeh .	737	0 1 0
	493	0 1 10		738	0 2 0
	494	0 5 0		739	0 8 0
	534	0 0 5		748/2	0 5 0
	535	0 0 10		749	0 7 0
	537	0 6 10		752	0 2 0
	538	0 4 10		753	0 8 0
	550/1,2	0 5 0		754	0 1 0
	551	0 4 0		756	0 1 0

Village	Survey No.	Extent.	Village	Survey No.	Extent
		B. B. B			B. B. B.
	757	0 4 0		1493	0 5 5
	758	0 7 0		1564	0 0 10
	759	0 0 5		1565	0 5 0
	788	0 0 5		1566	0 0 10
	789	0 11 10		1570	0 9 10
	790	0 2 0		1573	0 9 10
	791	0 2 0		1608	0 2 10
	792	0 3 0		1609	0 2 10
	794	0 12 0		1610	0 2 0
	873	0 6 0		1611	0 0 10
	927	0 3 0		1615	0 0 10
	929	0 0 5		1616	0 8 0
	930	0 3 10		1617	0 4 0
	931	0 3 0		1642	0 6 0
	932	0 7 0		1644	0 4 0
	934	0 0 5		1645	0 0 15
	935	0 3 0		1679/1	0 7 10
	939	0 9 0		1691	0 3 10
	943	0 4 0		1692	0 3 0
	944	0 3 0		1693	0 0 10
	945	0 3 10		1695	0 0 10
	946	0 0 10		1715	0 4 0
	1186	0 6 0		1716	0 10 10
	1187	0 7 0		1724	0 5 10
	1189	0 1 0		1725	0 2 10
	1190	0 5 0		1749	0 2 0
	1191	0 7 0		1766	0 0 10
	1192	0 2 0		1767	0 7 0
	1201	0 14 0		1769/kha	0 4 0
	1210/1	0 2 0		1770 M	0 4 10
	1210/2	0 2 10		1773/2	0 15 10
	1210/3	0 2 10		1791	0 7 10
				1792	0 3 10
3. Nevadhiya	1364/1	0 2 0		1793/2	0 6 0
Amadkarari.	1370 M	0 11 10		1850	0 3 10
	1371	0 3 10		1851	0 2 0
	1372 M	0 3 0		1852	0 5 10
	1373 M	0 3 10		1854	0 1 10
	1374/1	0 15 0		1855	0 2 10
	1375	0 7 0		1856/2	0 2 0
	1377 M	0 6 10		1857/A	0 3 10
	1378	0 1 10		1858/A	0 0 10
	1380	0 9 0		1860	0 13 0
	1381	0 0 10		1861	0 6 0
	1385	0 2 0		1862	0 3 10
	1387/1	0 3 10	4. Beden pur.	101	0 1 15
	1390	0 2 0		102/2	0 11 0
	1428	0 0 10		103	0 1 0
	1430	0 1 10		106	0 3 0
	1431	0 2 5		107	0 2 0
	1435	0 3 0		108	0 1 15
	1436	0 0 15		111	0 5 5
	1437	0 2 10		141	0 3 10
	1438	0 0 10		142	0 2 0
	1439	0 5 10		143	0 2 0
	1440	0 2 10		144/1	0 12 10
	1441	0 4 0		145	0 3 10
	1442	0 7 0		156/2	0 3 10
	1486	0 5 10		157 M	0 2 0
	1487	0 0 10		158	0 7 10
	1488/1	0 6 0		169	0 1 15
	1489	0 5 0		170/2	0 11 10
	1491	0 5 0		179	0 0 5
	1492	0 6 10			

Village	Survey No.	Extent	Village	Survey No.	Extent
		B. B. B.			B. B. B.
	180	0 6 10		816	0 1 10
	181	0 7 0		818	0 1 0
	182	0 2 10		819	0 0 15
	183	0 0 5		822	0 2 10
	185	0 2 10		829	0 3 10
	188	0 2 0		830	0 2 10
	189	0 6 10		831	0 3 10
	336	0 7 0		949	0 2 15
	338	0 1 15		951	0 0 5
	339/2	0 6 10		956	0 0 5
	340/1	0 4 10		957	0 0 15
	347	0 4 10		958	0 5 0
	372	0 4 10		959	0 2 0
	373	0 4 10		960	0 2 0
	374	0 17 0		963	0 2 0
	375	0 5 0		964	0 1 0
	376/2	0 0 5		967	0 4 0
	413	0 0 10		970	0 4 10
	414	0 4 0		971	0 6 0
	415	0 6 10		972	0 0 5
	417	0 6 0		975	0 3 10
	436	0 8 10		976	0 3 10
	437	0 6 0		979M	0 5 0
	438	0 7 10		980	0 0 10
	528	0 5 0		988	0 7 0
	531/1	0 4 10		992	0 7 0
	531/2	0 2 0		993	0 5 10
	532	0 2 10		994	0 0 5
	533	0 0 5		995/1	0 3 10
5. Bhadvan	2152	0 7 0		995/2	0 3 10
	2153/3	0 7 0		1038	0 5 0
	2154	0 10 10		1039	0 6 0
	2162A	0 7 0		1040	0 0 10
	2164	0 2 0		1043	0 5 0
	2165	0 2 10		1044	0 6 0
	2166	0 1 0		1045	0 1 10
	2167	0 0 15		1046A	0 4 0
	2168	0 3 0		1047M	0 1 0
	2179	0 9 0		1055	0 5 10
	2180	0 6 15		1058	0 5 10
	2184	0 6 0		1059	0 5 10
	2185	0 0 15		1067A	0 4 0
	2186	0 2 0		1069B	0 3 10
	2187	0 6 10		1071	0 8 0
	2240	0 7 0		1073	0 1 10
	2243	0 7 0	7 Bumhrauly	1735	0 0 5
	2244	0 5 0		1761 M	0 6 10
	2245	0 6 0		1762M	0 9 5
	2255	0 11 0		1776	0 3 10
	2256	0 10 0		1780	0 0 5
	2265	0 6 0		1782	0 4 10
	2266	0 4 10		1783	0 4 10
	2267	0 1 10		1785M	0 7 5
	2268	0 0 10		1787	0 0 5
	2269	0 1 0		1788	0 6 5
	2270	0 4 0		1789	0 6 5
6 Nidhuwawan	796	0 1 15		1790	0 4 15
	797	0 6 0		1791	0 5 0
	798	0 5 0		1792	0 1 10
	801	0 5 5		1793	0 0 5
	803	0 3 10		1809	0 3 10
	804	0 0 5		1810	0 3 0
	805	0 0 5		1811	0 1 5
	808	0 0 10		1813	0 6 0
	809	0 2 10		1828	0 0 5
	812	0 2 5		1829	0 4 0
	815	0 1 10		1836	0 6 0

Village	Survey No.	Extent	Village	Survey No.	Extent
		B. B. B.			B. B. B.
	1837	0 1 0		3492	0 1 0
	1838	0 4 0		3494	0 1 0
	1840	0 3 10		3496	0 0 5
	1841	0 1 10		3497/1	0 7 5
	1842M	0 8 5		3498	0 4 0
	1846	0 2 0		3500/1	0 1 10
	1847	0 0 5		3501 M	0 0 5
	1848	0 4 0		3502 M	0 2 10
	1857	0 3 10		3503	0 1 0
	1858	0 12 15		3520	0 3 0
	1863	0 1 0		3522/1	0 10 0
	1864	0 3 10		3524	0 4 0
	1865	0 4 0		3525/1	0 9 0
	2053	0 1 10		3529	0 1 0
	2054	0 5 0		3530	0 1 0
	2055M	0 6 0		3531	0 2 0
	2057	0 1 0		3532	0 2 10
	2058	0 2 10		4212	0 0 15
	2059	0 1 10		4213	0 7 0
	2077	0 1 0		4214	0 8 0
	2078/1	0 4 10		4215	0 9 0
	2080	0 10 10			
	2081	0 0 5	8. Govind Pur Gored	153	0 3 10
	2082	0 11 0		154	0 7 10
	2085	0 0 5		155	0 6 0
	2199	0 3 10		156	0 5 0
	2200	0 0 10		172	0 5 0
	2203	0 2 0		174	0 2 0
	2204	0 12 0		175	0 5 0
	2206	0 6 10		178	0 1 10
	2233	0 12 10		179	0 0 15
	2236	0 7 10		181	0 6 10
	2237	0 0 10		182	0 5 0
	2238	0 2 0		213M	0 1 5
	2239	0 1 0		214	0 3 0
	2390M	0 2 0		215	0 1 15
	2395	0 8 0		216	0 2 0
	2397	0 0 10		217/1	0 5 0
	2400	0 6 0		217/2	0 5 10
	2401	0 1 0		280	0 2 0
	2402M	0 4 0		282	0 8 0
	2403	0 4 0		285	0 3 0
	2404	0 0 5		293	0 3 10
	2405	0 1 0		295	0 7 0
	2406	0 6 0		297	0 8 0
	2421	0 1 1		302	0 2 0
	2422	0 2 0		303	0 3 0
	2449	0 1 15		304	0 0 10
	2450	0 0 5		310	0 11 0
	2453	0 7 0		313	0 0 10
	2454M	0 1 0		314	0 10 0
	2455	0 3 0		315	0 0 10
	2456	0 3 10		317	0 1 15
	2457/1	0 6 0		318	0 3 0
	2471	0 3 0		319	0 2 15
	2479	0 8 5		324	0 6 0
	2480M	0 8 0		326	0 1 0
	2485	0 6 0		327	0 4 10
	3470	0 0 10		373	0 5 10
	3471	0 0 5		377	0 1 5
	3472	0 0 10		378	0 3 10
	3473	0 0 5		379	0 3 10
	3474	0 5 5		380	0 3 10
	3476/1	0 12 5		381	0 11 0
	3477	0 0 15		390	0 3 0
	3490	0 2 10		391	0 3 0
	3491/1	0 10 0		392	0 1 10

Village	Survey No.	Extent	Village	Survey No.	Extent
		B. B. B.			B. B. B.
	396	0 6 15		739	0 1 10
	398	0 3 10		740	0 1 10
	399	0 3 0		843	0 1 10
	498/1	0 1 5		850	0 6 0
	500	0 9 0		868	0 2 10
	502	0 1 15		869	0 1 0
	509	0 13 10		870	0 1 5
	533	0 7 0		883	0 0 5
	534	0 3 10		886	0 0 15
	536	0 1 5			
	541	0 5 10	9. Nagiamai	647	0 0 10
	545	0 13 15		654	0 3 5
	546	0 4 15		655	0 5 0
	547	0 3 10		656	0 3 10
	548	0 4 10		657	0 2 0
	548/1	0 1 15		658	0 0 5
	555	0 15 15		659	0 0 10
	620	0 1 15		660	0 5 0
	621	0 0 10		666/IM	0 7 0
	622	0 2 0		676	0 3 0
	623	0 2 5		677	0 7 0
	624	0 2 0			
	625	0 1 0	10. Kura Muridan	26/2	0 3 15
	626	0 5 5		27/1	0 5 10
	627	0 4 5		30	0 10 0
	628	0 15 15		31	0 10 10
	631	0 5 5		40/1	0 2 0
	632	0 4 0		41	0 3 10
	633A	0 1 10		43	0 1 10
	634	0 0 15		45	0 3 5
	636	0 5 0		144	0 3 10
	637	0 6 0		145	0 0 10
	638	0 6 15		146	0 3 0
	644	0 0 5		149	0 4 5
	645	0 1 0		150	0 1 15
	646	0 4 0		151	0 0 5
	653	0 2 0		155	0 14 5
	654	0 3 0		156	0 9 5
	655	0 0 5		159	0 0 5
	656	0 6 0		160	0 6 0
	657	0 0 15		164	0 1 0
	658	0 6 0		165	0 0 5
	664	0 9 0		166	0 3 0
	668	0 6 10		175	0 15 5
	672	0 6 10		176B	0 0 10
	673	0 6 10		180	0 1 10
	675	0 0 10		181	0 3 0
	676	0 1 10		184	0 3 10
	677	0 2 0		594	0 6 15
	678	0 3 10		596	0 6 5
	679	0 6 0		597	0 1 0
	680	0 4 0		598	0 2 5
	683	0 4 0		612	0 1 0
	684	0 4 0		613	0 1 15
	685	0 5 0		614	0 5 10
	686	0 0 15		615	0 4 5
	687	0 6 0		620	0 0 5
	688	0 3 10		621	0 2 0
	689	0 1 15		622	0 5 10
	690	0 3 10		623	0 6 0
	691	0 12 0		624	0 1 10
	692	0 8 10		625	0 8 0
	693	0 1 10		626	0 0 5
	694	0 5 10		627	0 5 0
	695	0 2 0		628/1	0 1 10

Village	Survey No.	Extent	Village	Survey No.	Extent
		B. B. B.			B. B. B.
	629	0 0 10		362	0 2 0
	630	0 3 10		363	0 4 15
	638	0 2 0		364	0 4 10
	639A	0 1 0		365	0 1 0
	642	0 0 10		366/1	0 3 10
	651	0 6 5		368/1	0 15 5
	652	0 3 10		369/1	0 7 0
	653	0 13 10		554	0 4 0
	662	0 5 0		555A	0 5 10
	663	0 2 0		556	0 6 0
	664	0 2 0		559	0 8 0
	670A	0 6 0		586	0 3 10
	673	0 0 15		587	0 1 0
	674	0 0 5		588	0 7 10
	675	0 8 0		589	0 0 5
	678	0 0 5		590	0 2 0
	692	0 1 0		594/2	0 1 15
	696	0 0 15		595	0 1 0
	697	0 5 10		596	0 2 10
	698	0 4 10		598	0 14 0
	699	0 4 0		599	0 0 5
	702	0 0 10		605	0 2 0
11. Garaic	536	0 0 5		606	0 7 0
	537A	0 6 0		608	0 6 10
	538	0 4 10		609/6	0 13 0
	539/1	0 1 10		612	0 4 0
12. Donda Pur	181	0 11 0		613	0 10 10
	182	0 6 0		614/1	0 5 10
	184	0 3 10		615/1	0 3 10
	185	0 6 0		928	0 0 10
	186	0 0 10		929	0 0 10
	187	0 3 10		930	0 0 5
	188	0 2 0		931	0 4 10
	189	0 3 0		932	0 2 0
	190B	0 6 0		935	0 2 5
	193	0 2 0		936	0 3 10
	194	0 3 15		938	0 3 0
	195	0 3 10		939	0 3 0
	196	0 6 10		940	0 1 0
	197	0 3 0		941	0 1 10
	199	0 7 0		942	0 2 10
	200M	0 1 0		944A	0 4 0
	201	0 0 10		948A	0 7 0
	202	0 8 0		953A	0 1 0
	203	0 3 10		953B	0 1 0
	204	0 0 5	14. Hisampur Maddho	285	0 0 5
	205	0 4 0		286/1	0 19 0
	206A	0 1 0		287	0 6 0
	256J	0 1 10		289	0 8 0
13. Shadho	292	0 3 10		290B	0 0 5
	293/1	0 11 10		318	0 0 5
	294/1	0 2 0		319	0 6 10
	343/2	0 3 0		320	0 3 0
	344/2	0 10 0		321	0 8 10
	348	0 0 10		323	0 6 0
	349	0 6 0		324/1	0 1 10
	350	0 0 10		324/2	0 6 0
	351	0 1 5		364	0 8 0
	352	0 4 5		365/1	0 7 0
	353	0 3 10		366	0 8 0
	361	0 7 0		367	0 3 10
				372	0 4 0
				373	0 7 10
				374	0 4 0

Village	Survey No.	Extent	Village	Survey No.	Extent
		B.B.B.			B.B.B.
	375	0 4 10		1173	0 7 10
	458	0 8 10		1207	0 11 10
	459	0 0 5		1208	0 9 0
	460	0 5 0		1209	0 5 0
	461	0 5 10		1210	0 4 0
	462	0 1 0		1264	0 4 0
	465/1	0 8 0		1265	0 2 0
	466	0 7 0		1266	0 4 10
	467	0 5 0		1267	0 2 0
	514	0 5 10		1268	0 1 10
	515	0 1 10		1269	0 0 10
	516	0 0 10		1270	0 2 10
	517	0 1 0		1271	0 3 10
	518	0 3 0		1272	0 3 0
	519	0 6 0		1273	0 2 0
	520	0 3 10		1274	0 11 10
	535/2	0 5 0		1306	0 6 0
	536	0 4 0		1307	0 2 5
	537/1	0 1 10		1308	0 5 10
	539	0 3 0		1309	0 6 15
	540/1	0 1 10		1310	0 0 15
	544	0 0 5		1369/1	0 9 10
	545	0 3 0		1370	0 3 10
	546	0 14 0		1371	0 3 10
	554	0 4 10	15.	1372	0 0 5
	556	0 7 0		1373	0 8 15
	558/1	1 1 0		1374	0 6 10
	560	0 0 5		1415	0 14 0
	561	0 3 10		1417	0 7 0
	564	0 3 10		1419	0 3 0
	565	0 16 0		1420	0 12 15
15. Dhumai	279	0 13 0		1431	0 2 0
	280	0 3 10		1432	0 1 0
	281	0 10 0		1433	0 1 10
	282	0 2 10		1434	0 2 0
	283/2	0 4 0		1436	0 1 15
	284	0 2 10		1437	0 1 10
	285	0 0 10		1438/1	0 11 5
	286	0 16 10		1440	0 2 5
	327	0 12 10		1441	0 2 0
	328	0 5 0		1442	0 9 0
	329	0 4 10		1443	0 3 0
	330	0 4 0		1448	0 14 10
	331/2M	0 12 0		1449	0 18 10
	532	0 5 0		1450	0 0 5
	534	0 4 0		1451	0 3 10
	535	0 5 0	16. Kanwar	2021	1 1 0
	542	0 8 10		2329	0 11 10
	545	0 3 0		2331	0 8 10
	546	0 7 0		2332	0 19 0
	557	0 3 10		2342	0 7 0
	558	0 2 0		2344	0 4 5
	562M	0 1 5		2345	0 4 5
	563	0 2 0		2346	0 4 10
	566	0 2 5		2347	0 0 10
	567	0 1 10		2348	0 3 5
	1159	0 8 0		2349/1	0 0 5
	1164	0 7 0		2358	0 10 0
	1165	0 4 10		2361	0 3 0
	1166	0 5 0		2362	0 1 0
	1169	0 2 0		2363	0 3 10
	1170	0 1 10		2366	0 6 10
	1171	0 0 10		2367	0 1 10
	1172	0 0 10		2370	0 3 10

Village	Survey No.	Extent	Village	Survey No.	Extent
		B.B.B.			B.B.B.
	2371	0 3 10		4208	0 4 0
	2454	0 3 0		4209	0 3 10
	2455/2	0 19 0		4210	0 3 0
	2457	0 1 0		4211	0 2 10
	2458	0 1 0		4262	0 3 5
	2461	0 2 0		4263	0 5 10
	2462/1	0 10 0		4266	0 6 5
	2463	0 1 10		4267	0 0 5
	2466	0 1 5		4294	0 1 0
	2467	0 1 5		4295	0 3 10
	2468	0 2 0		4296	0 3 0
	2469	0 1 10		4299	0 4 10
	2470	0 10 10		4300	0 1 10
	2473/1	0 0 5		4301	0 2 0
	2476	0 0 5		4302	0 8 0
	2477	0 2 0		4307	0 3 0
	2936	0 0 5		4387	0 11 0
	2939	0 0 10		4389	0 1 0
	2943/1	1 8 0		4396	0 1 0
	2947	0 0 15		4397/1	0 7 10
	2948	0 8 0		4398	0 8 10
	2949	0 3 0		4399	0 4 0
	2950	0 6 10		4401	0 1 10
	2951	0 1 0		4418	0 2 0
	2967	0 0 5		4419	0 4 0
	2968	0 13 10		4429	0 8 10
	2969	0 7 0		4430	0 4 0
	2979	0 4 10		4432	0 8 0
	2980	0 2 0		4442	0 5 0
	2981	0 5 10		4443	0 4 15
	2982	0 6 0		4444/2	0 4 10
	2993	0 3 10		4445/2	0 4 10
	2994	0 8 10		4488	0 9 0
	2995	0 7 0		4496	0 6 0
	4016	0 2 10		4497/2	0 9 0
	4017	0 7 0		4518	0 1 10
	4029	0 6 5		4520	0 9 0
	4038/2	0 14 0		4523	0 2 0
	4042	0 5 6		4524	0 3 10
	4043	0 3 10		4527	0 2 10
	4044	0 2 10		4530	0 2 0
	4047	0 1 10		4531	0 4 0
	4048	0 3 10		4532	0 6 10
	4049	0 3 0		4545	0 4 10
	4050	0 8 0		4551	0 3 0
	4051	0 0 10		4552	0 4 0
	4113	0 1 0		4554	0 2 0
	4116	0 7 0		4556	0 8 10
	4117	0 1 5		4560	0 5 0
	4119	0 5 0		4561	0 4 0
	4120	0 6 0		4563	0 4 0
	4121	0 2 10		4564	0 3 0
	4200	0 4 5		4565	0 3 0
	4201	0 0 5		4569	0 5 0
	4203	0 8 0		4570	0 3 0
	4205	0 5 0		4571	0 1 0
	4207	0 9 0	2	4572	0 11 0

ERRATUM

New Delhi, the 9th April 1964

S.O. 1330.—In the Schedule to the Notification of the Government of India in the Ministry of Mines and Fuel S.O. No. 2824, dated the 27th September, 1963, published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 5th October, 1963, read Plot No. "5965" for "5964" in Village Beva Thana No. 8.

[No. 31/47/63-ONG.]

B. SUBBA RAO, Under Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Department of Agriculture)

CORRIGENDUM

New Delhi, the 7th April 1964

S.O. 1331.—In the Schedule to the Animal Welfare Board (Administration) Rules, 1962, published under the Notification of the Government of India in the Ministry of Food and Agriculture (Department of Agriculture) No. S.O. 2005 dated the 23rd June, 1962 on pages 2303—2310 of the Gazette of India Part II Section 3(ii) dated the 30th June, 1962, against serial No. 13 in column 3 for "Maximum limits Rec. Non-Rec. Misc. Exp. Rs. 1000, Rs. 5,000" read:

"Maximum limits	Recurring	Non-recurring
Miscellaneous Expenditure	Rs. 1,000	Rs. 5,000"

[No. 19-31/63-LD.]

K. C. SARKAR, Under Secy.

MINISTRY OF EDUCATION

New Delhi, the 9th April 1964

S.O. 1332.—In exercise of the powers conferred by sub-section (3) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby adds the name of the following public institution to the Schedule to the said Act, namely:—

"The Indian Institute of Technology, Delhi."

[No. F. 16-29/63-T.6.]

S.O. 1333.—In exercise of the powers conferred by sub-section (2) of section 8 of the Provident Funds Act, 1925 (19 of 1925), the Central Government hereby directs that the provisions of the said Act shall apply to the Provident Fund established for the benefit of the employees of the Indian Institute of Technology, Delhi.

[No. F. 16-29/63-T.6.]

H. S. SHAHANI,
Asstl. Educational Adviser.

DEPARTMENT OF POSTS AND TELEGRAPHS

(P. & T. Board)

New Delhi, the 2nd April 1964

S.O. 1334.—In exercise of the powers conferred by Section 16 of the Indian Post Office Act, 1898 (6 of 1898), the Central Government hereby makes the following rules further to amend the Indian Post Office Rule, 1933, namely:—

1. These rules may be called the Indian Post Office (Third Amendment) Rules, 1964.
2. In the Indian Post Office Rule, 1933, in clause (WI) of Rule 183, for the words "and Madhya Pradesh State Electricity Boards" the words "Madhya Pradesh, Rajasthan and Uttar Pradesh State Electricity Boards" shall be substituted.

[No. 24/5/60-CI.]

A. V. SESHANNA,
Director Postal Technical.

MINISTRY OF WORKS, HOUSING & REHABILITATION

(Deptt. of W. & H.)

New Delhi, the 28th March 1964

S.O. 1335.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President is pleased to make the following further amendments to the Supplementary Rules issued with the Government of India Finance Department Letter No. 104-C.S.R., dated the 4th February, 1922, namely:—

In the said Supplementary Rules, in Part VIII, in Division XXVI-B, that is to say, in the Allotment of Government Residences (General Pool in Delhi) Rules, 1963,—

- (1) S.R. 317-B-15, shall be omitted;
- (2) in S.R. 317-B-16, the word, letters and figures "or S.R. 317-B-15" shall be omitted.

[No. 3/41/63-Acc-I.]

New Delhi, the 4th April 1964

S.O. 1336.—In pursuance of the provisions of rule 45 of the Fundamental Rules, the President is pleased to make the following further amendment to the Supplementary Rules issued with the Government of India Finance Department letter No. 104-C.S.R., dated the 4th February, 1922, namely:—

In the said Rules, in Part VIII, in Division XXVI-B, that is to say, in the Allotment of Government Residences (General Pool in Delhi) Rules, 1963, in clause (i) of S.R. 317-B 2, for the first proviso, the following shall be substituted, namely:—

'Provided that in respect of a Type II, Type III or Type IV residence, the date from which the officer has been continuously in service under Central Government shall be his priority date for that Type'.

This amendment shall take effect from the first day of April 1964.

[No. 3/1/64-Acc.I.]

V. P. SUD, Dy. Secy.

(Department of W. & H.)

New Delhi, the 7th April 1964

S.O. 1337.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958, (32 of 1958), the Central Government hereby appoints the officer mentioned in column I of the table below, being gazetted officer of Government, to be estate officer for the purposes of the said Act, who shall exercise the powers conferred, and perform the duties imposed, on estate officer by or under the said Act, within the local limits of his respective jurisdiction in respect of the public premises specified in the corresponding entries in column 2, of the said table.

THE TABLE

Designation of officer 1	Categories of public premises and local limits of jurisdiction 2
Assistant Manager (Technical) Govt. of India Press, Nilokheri.	Premises under the administrative control of the Printing and Stationery Department at Nilokheri.

[No. F. 32/4/64-Acc. II.]

S.O. 1338.—In exercise of the powers conferred by Section 3, of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958, (32 of 1958), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Works, Housing and Supply No. S.O. 707, dated the 22nd March, 1961, as amended by notifications No. S.O. 1592, dated the 30th June, 1961, and S.O. 1457, dated the 25th May, 1963, namely:—

In the table below the said notification for the entry in Column I against Serial No. 7, the following shall be substituted, namely:—

"Assistant General Manager (Administration), Delhi Transport Undertaking, New Delhi".

[No. 32/12/63-Acc. II.]

S. L. VASUDEVA, Under Secy.

(Department of Rehabilitation)

(Office of the Chief Settlement Commissioner)

New Delhi, the 10th April 1964

S.O. 1339.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the Union territory of Delhi for public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons.

Now, therefore, in exercise of the powers conferred by Section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire, and hereby acquire the evacuee properties specified in the Schedule hereto annexed.

No.	Particulars of the property		Area Blg. Bis.	Name of the evacuee with rights in the property.
	Khewat No.	Khasra No.		
1	2	3	4	5
[Village Uchandi]				
	293/438 & 439	69/20 9/25 69/3	4-15 4-10 1-00	Chandgi s/l Imam Ali Nathu s/o Qurban Ali Didar Ali s/o Khuda Bux in equal shares occupancy tenants.
		Total	13-05	

[No. 1(10)/L&R/62.]

M. J. SRIVASTAVA,
Settlement Commissioner & Ex-Officio, Under Secy.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 8th April 1964

S.O. 1340.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and Sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Kumari Akhtar K. Ahmed, after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the Said Board at Bombay with immediate effect.

[No. F. 11/2/62-FC.]

New Delhi, the 10th April 1964

S.O. 1341.—On relinquishment of the charge of the post of Regional Officer, Central Board of Film Censors, Madras, on the afternoon of 1st April, 1964, Shri G. T. Sastri was granted terminal leave for 120 days with effect from 2nd April, 1964.

[No. F. 2/8/64-FC.]

S.O. 1342.—In exercise of the powers conferred by sub-section (2) of Section 5 of the Cinematograph Act, 1952, the Central Government has been pleased to appoint Shri K. Kasipati D.P.I.O., P.I.B., Calcutta and Regional Officer, C.B.F.C., Calcutta as Regional Officer, C.B.F.C., Madras with effect from 8th April, 1964, *vice* Shri G. T. Sastri.

[No. F. 2/8/64-FC.]

S.O. 1343.—In exercise of the powers conferred by sub-section (2) of section 5 of the Cinematograph Act, 1952, the Central Government has been pleased to appoint Shri B. K. Nundee, Station Director, All India Radio, Calcutta to hold charge of the post of Regional Officer, Central Board of Film Censors, in addition to his own duties with effect from 1st April, 1964. *vice* Shri K. Kasipati, appointed Regional Officer, Central Board of Film Censors, Madras.

[No. F. 2/43/63-FC.]

S. PADMANABHAN, Under Secy.

MINISTRY OF LABOUR & EMPLOYMENT*New Delhi, the 10th April 1964*

S.O. 1344.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Madras in the industrial dispute between the employers in relation to the National Grindlays Bank Limited and their workmen which was received by the Central Government on the 2nd April, 1964.

BEFORE THE INDUSTRIAL TRIBUNAL, MADRAS

Thursday the nineteenth day of March.

One thousand nine hundred and sixty four.

(29th day of Phalguna, 1885—Saka).

PRESENT:

Sri S. Ganapatta Pillai, B.A., B.L.,
INDUSTRIAL TRIBUNAL.

I. D. No. 42 of 1963.

(Between the Workmen and the Management of the National Grindlays Bank and its Lloyds Branch.)

BETWEEN:

The General Secretary,
National Grindlays Bank Employees Union,
No. 3, North Beach Road, Madras-1.

AND

1. The Manager,
National Grindlays Bank Ltd.,
No. 3, North Beach Road, Madras-1.
2. The Manager,
National Grindlays Bank Ltd.,
Lloyds Branch, No. 378, N.S.C. Bose Road,
Madras-1.

REFERENCE: Order No. 51(74)/63, LRIV dated 7th November, 1963, Government of India, Ministry of Labour and Employment, New Delhi.

ISSUES: 1. Whether the promotions in respect of Sarvashri V. Ramachandran, M. S. Varadarajan and L. P. Sampath as Probationary Assistants made by the management of the National and Grindlays Bank Limited, Madras are not unjustified in the light of the provisions contained in paragraph 529 of the Shastri Award? If so, to what relief are the persons senior in service to the said promotees entitled?

2. Whether the appointment of Sri K. P. Ananthanarayanan as a Checking Clerk at the Lloyds Branch of the National and Grindlays Bank Limited, Madras, is in violation of the rights, if any, of the persons senior to him in service and if so, whether it was justified. In case it was not justified, to what relief are the said seniors in service entitled?

This dispute coming on this day for final hearing upon perusing the claim and counter statements and the other material papers and records and upon hearing the arguments of Mr. P. J. Sotharaman, Advocate for the Union and Mr. V. Thiagarajan, Advocate instructed by M/s. King and Partridge for the management, the Tribunal passed the following.

AWARD

This reference made by the Government of India, Ministry of Labour and Employment, New Delhi, relates to a dispute raised by the General Secretary, National and Grindlays Bank Employees Union, Madras, touching promotion of three members of the clerical staff, Messrs. V. Ramachandran, M. S. Varadarajan and L. P. Sampath as Probationary Assistants and the appointment of Sri K. P.

Ananthanarayanan as a checking clerk. The schedule to the reference lists out two questions for the decision of the tribunal.

The National Bank was the parent institution with which Grindlays Bank and Lloyd Bank were amalgamated sometime ago. The employees who are now promoted were all employees of the National Bank originally. The case set up by the Union is that in the matter of making promotions concerned in question No. 1 of the schedule to the reference, the bank has disregarded the service records of many persons who were seniors to the three employees selected for promotion. The Bank has also disregarded the guiding principles laid down by Sastri Award in paragraph 529 and consequently the exercise of discretion by the management should be deemed to be arbitrary.

With reference to the appointment of Sri K. P. Ananthanarayanan as checking clerk the case of the Union is that it amounts to promotion although the post is borne in the same cadre as the clerical cadre to which he belongs by reason of the fact that the appointment is referred to in the letters produced by the union as emanating from the officers of the bank as promotion and particularly because the appointee has to undergo a period of probation in the post of checking clerk.

The management deny that there is any cause of action for complaint by the Union as there is no allegation that the promotions were made *mala fide*. They state that the promotions were made after giving due regard to the considerations which should govern a decision of this question. As regards Shri K. P. Ananthanarayanan they do not concede that his appointment as a checking clerk is a promotion.

The entries in the service registers of all persons senior to the three promotees and to Sri K. P. Ananthanarayanan have been exhibited in the case. The bundle of papers produced by the union containing letters written by the management to various members of the staff who complained against the promotions and appointment and other correspondence have been marked under as Ex. W-2 to W-45.

I will address myself presently to the second question as it could be disposed of on *prima facie* considerations. Sri K. P. Ananthanarayanan was appointed as a checking clerk in the Lloyds branch of the National and Grindlays Bank, Madras. The post of checking clerk is borne in the same cadre to which he belonged before appointment as such. Mr. Seetharaman, counsel for the union, stressed that the appointment was in the nature of promotion mainly on two grounds. First it carried an allowance in the nature of extra emoluments. Secondly the appointee was to be on probation for a certain period. In support of his argument Sri Seetharaman referred to various letters written by the officers of the bank like the Manager referring to this appointment as promotion. That does not however clinch the matter. It is quite possible that the manager and other officers of the bank were under a misapprehension as to the true nature of the appointment. It is well known that service in a banking institution is divided into various categories and each category by itself is a unit for promotion purposes. Clerical category is one such unit. The essential requisites of a unit are that a person who enters a unit has the automatic right to reach the top salary applicable to that unit in the absence of any efficiency bar and the unit as a whole has either a pay scale based upon annual increments or stages in the scale. When a person is promoted from a lower category to a higher category that is to say a post borne on a higher scale of pay, he is said to obtain a promotion. For example, a person in the clerical cadre, if promoted to the cadre of Junior Assistant which carries a higher pay scale and which involves greater responsibilities and more emoluments, certainly in law, it would be a promotion. The two points on which Sri Seetharaman relies for considering the appointment of Sri K. P. Ananthanarayanan as a promotion do not give valid support for his argument. Sri K. P. Ananthanarayanan does not come out of his cadre as clerk by being appointed as a checking clerk. The scale of pay is determined with reference to the scale of pay applicable to him as a clerk. A special allowance for a particular post in a cadre does not take that post out of that cadre. It is not even correct to say that checking clerk is a special post. It would be more appropriate to call it additional duties performed by that clerk in addition to other duties assigned to him. Whatever may be the nature of the duties it does not matter. So long as the clerk is not taken out of the clerical cadre and placed in another cadre which carries a different scale of pay and which should necessarily be a higher scale of pay, till then there can be no question of promotion of a clerk who is appointed as checking clerk.

Sri Seetharaman stresses the fact that a period of probation has been prescribed for the post of checking clerk and that according to him indicated that it is a promotion. The Rationale behind the provision of a period of probation is to

find out if the appointee is suitable for the post or appointment to which he is posted management reserving their right within the period of probation to terminate the appointment without assigning any reasons therefor. Beyond that the fact that a period of probation is prescribed for a post is not decisive on the question whether it is a post borne in a higher or different cadre. Promotion is essentially a transfer or transposition of an employee from a lower cadre to a higher cadre. None of the tests which would apply to a case of promotion would apply to the case of Sri K. P. Ananthanarayanan and I do not therefore feel called upon to examine the service registers or service records of people who are seniors to Sri K. P. Ananthanarayanan in service to find out whether the management have fairly and properly assessed the capabilities of the seniors in selecting Sri K. P. Ananthanarayanan to the appointment as checking clerk. However a good reason is apparently found in the service record for selecting Sri K. P. Ananthanarayanan. I have perused his service record and I am satisfied that the management had sufficient reason to feel that he would prove a good checking clerk having regard to his record of service. The fact that he has also passed the banking examination is an additional qualification which might be taken note of by the management in deciding the suitability of competing candidates for a particular appointment. This is however entirely beside the point, as I have held that it is not a promotion and it has not been established that in selecting Sri K. P. Ananthanarayanan for the post of checking clerk the management acted *mala fide* or capriciously or exercised their discretion in any arbitrary or unfair manner. This is my finding on question No. 2.

In regard to promotions of Messrs. V. Ramachandran, M. S. Varadarajan and L. P. Sampath, counsel for the Union stressed that promotions should be made mostly by a comparison of the service records of all candidates and in any case where a senior employee is not promoted but his junior is promoted the management should be able to establish good reasons for overlooking the claims of the senior. In support of his argument Sri Seetharaman invited my attention to paragraph 529 of the Sastry Award. He particularly laid stress upon the following sentence occurring in that paragraph:

"We further direct that in the case of employees who are not found fit for promotion the decision should be borne out by service records of the employees and that when a person senior in service is superseded it should be for good and cogent reasons."

The answer to this argument of Sri Seetharaman is found in the rest of the paragraph 529. It is unnecessary for me to set out the entire paragraph. The gist of it is that promotion is a matter of exercise of discretion by the management, that no hard and fast rules can be laid down for guidance of management in this matter, that it would be impossible for management to consult the union of employees before deciding upon the question of promotion and that important factors to be taken into account, viz., service record, educational qualifications, technical and professional qualifications, character and efficiency would be the guiding considerations. If all these things are equal certainly it would be the duty of the management not to overlook a senior in service on capricious grounds. Conceding that the principles laid down in paragraph 529 have to be applied by this tribunal I am unable to see how the union has made out a case for quashing the order of promotion of the three individuals concerned in the present dispute.

The Supreme Court had to deal with this matter in *Brooke Bond (India) v. Their workmen* reported in 1963 I L.L.J. 256. The same principles have been stressed by the Supreme Court in this decision and the following excerpt from the head note will be sufficient for my purpose:

"In the instant case under the award of the national tribunal the formula required that if at a given time, if more than one person are eligible for promotion, seniority should be taken into account and should prevail unless the eligible persons are not equal in merits. It is true that though promotions would normally be a part of the management's function, if it appears that in promoting one employee in preference to another, the management has been actuated by malicious considerations or that the failure to promote one eligible person amounts to an unfair labour practice, that would be a different matter. But in the absence of *mala fides*, normally it must be left to the discretion of the management to see which of the employees should be promoted at a given time subject to the formula stated *supra*".

The main ground urged by the management in support of their action in the case of these three promotions is that they have taken into account the service records of all the employees and also the possession of technical qualifications indicated by the passing of the examination of C.A.I.B. (I am informed that it is a professional

qualification conferred as a result of passing an examination held by the Institute of Bankers in India). Sri Seetharaman stressed that one should not swear by these examinations as often persons who qualify by these examinations are found in practice not equal to employees who do not possess these qualifications. In support of this argument he invited my attention to paragraph 523B of the award of Justice Desai wherein he has referred to the standard taken by the Bombay Exchange Banks Association with reference to these diplomas. The Bombay Exchange Banks Association contended before Mr. Justice Desai that unless the employee would apply in practice the knowledge gained by the passing of an examination, mere possession of a diploma granted by the Institute of Bankers should not put an employee at an advantage over another who does not possess that diploma. That observation itself makes it clear that mere possession of a diploma is not sufficient, unless the theoretical knowledge possessed by the candidate who has obtained the diploma is utilised by him in practice to improve his work. It is not therefore correct to say that the diploma should be ignored on the question of promotion. Certainly it can be taken note of as a desirable qualification for promotion along with other factors. But a caution that the management should always bear in mind is that unless this theoretical knowledge gained by the diploma-holder is made use of in work or put into practice by the employee concerned showing improvement in his usefulness to the institution that should not be any decisive criterion for judging the suitability of a candidate for promotion.

An examination of the service records of all the candidates who are senior in service to the three candidates who have been promoted shows that except 4 or 5 of them the rest do not have equally satisfactory service records like the promotees. Even the four or five who have equally satisfactory service records cannot be said to be superior to the three candidates who have been selected. Two of them have passed the C.A.I.I.B. examination, and the other Sri M. S. Varadarajan, though he has not passed that examination, is considered by the management to be an outstanding employee entitled to promotion by reason of his intrinsic qualities like ability to lead, capacity to supervise and knowledge of foreign exchange control rules.

Sri Seetharaman invited me to peruse the service records of all the candidates and hold on the strength of the entries in those records that the promotion of these three candidates could not be justified or deemed fair or made on understandable grounds. It is not possible to accept this argument as it purports to ignore other considerations which must be kept in view by the management in selecting candidates for promotion although the large number of seniors overlooked lends a plausible colour to this argument. Obviously desirable qualities for promotion in a bank are personality, ability to deal with men tactfully, moral character, resourcefulness and a sound knowledge of Banking practice. Viewed against the background of these considerations the argument that the management had contravened the principles laid down in paragraph 529 of the Sastry Award has no force. The fact that the management has nowhere (so far as it appears from the record now before me) stated that the passing of the examination (C.A.I.I.B.) is a necessary qualification for getting promotion would not debar them from taking that also into account for deciding promotion although in fairness the management should have made this known to the employees early enough; and I should add there is no material to establish that the management acted unfairly.

Sri Seetharaman invited my attention to three awards—two awards of the Central Government Industrial Tribunal, Calcutta and one award of the Central Government Industrial Tribunal, Delhi—in relation to disputes concerning the employees and the managements of the Chartered Bank, Calcutta, Eastern Bank, Calcutta and the Central Bank of India, New Delhi. I have perused all the awards and I do not think that any of these awards give me any useful guidance in this case as they are all decisions on their own facts.

My finding on the first question therefore is that the promotions of the three employees viz., Messrs. V. Ramachandran, M. S. Varadarajan and L. P. Sampath are justified in the light of the provisions contained in paragraph 529 of the Sastry Award.

The further question as to the relief grantable to persons senior in service to the promotees does not arise on this finding.

There will be an award accordingly. There will be no order as to costs.

(Sd.) S. GANAPATHIA PILLAI,
Industrial Tribunal.

Witnesses Examined on the workers side: "NIL"

Witnesses Examined on the Management side: "NIL".

Documents marked for the workers:

- Ex. W-1 D/22-9-1961—Letter from the Manager to Sri K. B. Narasimhan.
- Ex. W-2 D/11-6-1962—Letter from Mr. N. V. Masilamani to the Genl. Manager and the Chief Manager, N & G. Bank Ltd.,
- Ex. W-3 D/12-4-1961—Letter from N. V. Masilamani, to the Accountant, N & G. Bank, Ltd., Madras.
- Ex. W-4 D/6-6-1962—Letter from Mr. S. Thaubi Dorai to the Genl. Manager, N & G. Bank Ltd.,
- Ex. W-5 D/ —Letter from Mr. T. G. Damodaran to Genl. Manager, and Chief Manager, N & G. Bank.
- Ex. W-6 D/1-6-1962—Letter from Mr. N. M. Devarajan to the Genl. Manager and the Chief Manager, N & G. Bank Ltd.,
- Ex. W-7 D/9-6-1962—Letter from Mr. V. R. Jagadessan to the Genl. Manager and Chief Manager, N & G. Bank Ltd.,
- Ex. W-8 D/7-6-1962—Letter from Sri A. J. Santhanam to the Genl. Manager and Chief Manager, N & G. Bank Ltd.,
- Ex. W-9 D/5-7-1962—Letter from the Chief Manager, N & G. Bank Ltd., to Mr. A. J. Santhanam.
- Ex. W-10 D/5-7-1962—Letter from the Chief Manager, N & G. Bank Ltd., to Mr. K. M. Devarajan.
- Ex. W-11 D/28-5-1962—Letter from the Union to the Management.
- Ex. W-12 D/9-7-1962—Letter from the Management to the Union.
- Ex. W-13 D/30-7-1962—Letter from the Union to the Management.
- Ex. W-14 D/3-5-1963—Letter from Mr. C. I. Joseph to the Chief Manager, N & G. Bank Ltd.
- Ex. W-15 D/25-4-1963—Letter from Mr. V. K. K. Nair to the Chief Manager, N & G. Bank Ltd.,
- Ex. W-16 D/27-4-1963—Letter from Mr. K. R. Ganapathy to the Chief Manager, N & G. Bank Ltd.,
- Ex. W-17 D/30-4-1963—Letter from Mr. V. Selvarangam to the Chief Manager, N & G. Bank Ltd.,
- Ex. W-18 D/26-4-1963—Letter from Al. Nagappa Chettiar to Chief Manager, N & G. Bank Ltd.,
- Ex. W-19 D/3-5-1963—Letter from Mr. Al. Nagappa Chettiar to the Manager, Lloyds Branch.
- Ex. W-20 D/4-5-1963—Letter from the Manager, Lloyds Branch to Mr. Al. Nagappa Chettiar.
- Ex. W-21 D/15-5-1963—Letter from Mr. Al. N. Chettiar to Manager, Lloyds Branch.
- Ex. W-22 D/17-5-1963—Letter from Lloyds Branch Manager to Mr. Al. N. Chettiar.
- Ex. W-23 D/29-4-1963—Letter from Lloyds Branch Manager to Mr. V. K. K. Nair.
- Ex. W-24 D/10-4-1963—Letter from Lloyds Branch Manager to Mr. K. R. Ganapathy.
- Ex. W-25 D/30-4-1963—Letter from Lloyds Branch Manager to Mr. V. Selvarangam.
- Ex. W-26 D/29-4-1963—Letter from Lloyds Branch Manager to Mr. Al. N. Chettiar.
- Ex. W-27 D/23-4-1963—Letter from Lloyds Branch Manager to Mr. S. N. Soundarajan.
- Ex. W-28 D/20-4-1963—Letter from the Union to the Lloyds Branch Manager.
- Ex. W-29 D/24-4-1963—Letter from the Union to the Lloyds Branch Manager.
- Ex. W-30 D/14-5-1963—Letter from the Lloyds Branch Manager to the Union.
- Ex. W-31 D/15-5-1963—Letter from the Union to the Regional Labour Commissioner (Central), Madras.

- Ex. W-32 D/ Copy of the resolution adopted at the first annual conference of All India National and Grindlays Bank Employees' Federation held at Madras on 27th and 28th February 1963.
- Ex. W-34 D/1-10-1963—Conciliation failure report No. M. 107(54)/63 of the Regional Labour Commissioner (Central), Madras.
- Ex. W-35 D/25-9-1963—Letter from the Union to the Management.
- Ex. W-36 D/7-10-1963—Letter from the Union to the Management.
- Ex. W-37 D/9-10-1963—Letter from the Union to the Regional Labour Commissioner (Central), Madras.
- Ex. W-38 D/1-10-1963—Letter from the management of North Beach Road Office to Mr. C. Chakravarthi Ayyangar.
- Ex. W-39 D/4-10-1963—Letter from Mr. C. Chakravarthi to the Accountant, North Beach Road Office.
- Ex. W-40 D/2-1-1961—Memo from the Manager, Armenian Street Branch of the Bank to Mr. T. V. Venkataraman.
- Ex. W-41 D/12-12-1961—Letter from the Manager, Mount Road Branch of the Bank to the Union.
- Ex. W-42 D/ Scales of pay for the Supervisory staff in the National and Grindlays Bank Ltd.,
- Ex. W-43 D/21-11-1946—Memorandum of the National Bank of India Ltd., concerning terms of service for Indian staff at its Madras Branch.
- Ex. W-44 D/ List showing the new scales of salaries.
- Ex. W-45 D/ List of duties of Supervisors and Checking Clerks.

Documents marked for the management:

- | | | |
|------------|---|----------------------------|
| Ex. M-1 D/ | Copies of Service records filed by the Management with reference to the first issue. (1 file) | } Treated as Confidential. |
| Ex. M-2 D/ | Copies of Service records filed by the Management with reference to the second issue. (1 file). | |

[No. 51(74)/63-LRIV.]

New Delhi, the 6th April 1964.

S.O. 1345.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs. Jalram and Sons, Cochin and their workmen which was received by the Central Government on the 1st April, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY.

REFERENCE No. C.G.I.T. 59 of 1963.

Employers in relation to Messrs. Jalram and Sons, Cochin.

AND

Their Workmen.

PRESENT:

Salim M. Merchant.—*Presiding Officer.*

For the Employers.—Shri A. V. Ramanath Aiyar, Advocate.

For the Workmen.—Shri T. C. N. Menon, Advocate, for the Steamer Tally Clerks' Union.

INDUSTRY: Shipping & Stevedoring.

STATE: Kerala.

Bombay, the 31st day of March, 1964.

AWARD.

1. The Central Government, by the Ministry of Labour and Employment's Order No. 28/86/63, made in exercise of the powers conferred by clause (d) of Sub-section 1 of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947), was pleased to refer the industrial dispute between the parties above named, in respect of the subject matters specified in the following schedule to the said order, to me for adjudication.

SCHEDULE

"Whether the demand for Output Clerks employed by Messrs. Jairam and Sons for equal wages as Mate Receipts Clerks is justified? If so, to what relief are they entitled?"

2. After the reference was made, the Steamer Tally Clerks' Union (hereinafter referred to as the Union) on behalf of the workmen filed its written statement of claim dated 25th January, 1964, and Messrs. Jairam & Sons (hereinafter referred to as the company) filed its written statement on 22nd January, 1964. The dispute was thereafter taken up for hearing on 5th March, 1964, concluded on 7th March, 1964. At the hearing both parties led oral evidence and filed documents in support of their respective contentions.

3. The Company in its written statement of 22nd January, 1964, has stated that the demand of Output Clerks for equal wages as Mate Receipt Clerks was unjustified and in brief its main contention has been that the duty of Output Clerks mainly consists of filling in the Output Certificates from the Import/Export Tally Sheets prepared by Tally Clerks; that the same work till about November, 1962, was being done by the Agent's Supervisors and submitted to the Stevedores Supervisors Foremen at the end of each shift or at the latest within 24 hours after completion of the shift; that the shipping Sub-committee of the Indian Chamber of Commerce had recommended to the Steamer Agents the engagement of an additional Tally Clerk in order to assist the Agent's Supervisors for expeditious filling in of the output certificates; that this recommendation was given effect to by only a few Agents. The employer company has pleaded that the work involved in the preparation of the output certificates could easily be done by some of the office staff of the Steamer Agents and that this company gave effect to the said recommendations of the Shipping Sub-committee from about 1962, and commenced employing one additional Tally Clerk for the purpose of filling in the "Ships Agents Certificate of output (Short/Overside)" form, (hereinafter referred to as "output certificate") which has to be filled in from the particulars given in the "Export/Import" Tally Sheets. In support of its contentions that the work of the output clerk is more or less of a mechanical nature, not requiring any initiative or much intelligence, the company has filed specimen of Output Certificates and export tally sheets forms for the 7th and 8th January, 1964, in respect of the Steamer S. S. "Jalakrishna". The Company in its written statement, has described the work of Output Clerks in the following words:—

"The Output Clerk has only to fill in the particulars given in the last column of the "Export Tally Sheets" namely, "Idle period over 15 minutes with reasons" in 3 columns of the form of "Output Certificates" and total up the "Weight in Kilos" column of the Export Tally Sheets and put in the "Output Dead Weight Tons" Column of the output certificate by converting kilos into metric tons. A few other particulars in the "Export Tally Sheets" like the date, the name of the steamer, Gang number, berth number, crane number etc., will have to be mechanically carried to the output certificate form. This work of the output Clerks can be done in about 15 minutes to 30 minutes, as against working time taken by the Tally Clerks of 2½ hours 2 hours 20 minutes, 3 hours 25 minutes, 5 hours 10 minutes etc. as recorded in the "Export Tally Sheets" produced."

4. The Company has stated that for this kind of work the Output Clerks, are paid the same wages as Tally Clerks; that the work of the Mate Receipt Clerks is more onerous and responsible than that of even Tally Clerks. The Company has, therefore, submitted that the demand of the Output Clerks to get the same wages as the Mate Receipt Clerks is most unjust and unreasonable and should be rejected, as the Output Clerks on the facts stated by it are not eligible to be paid even the same wages as the Tally Clerks which they are now getting.

5. The Union in its written statement of claim has stated that the company is doing the business of Steamer Agents at Cochin, and is employing Tally Clerks,

Mate Receipts Clerks etc., for the purpose of its said business; that there are several other companies in this area who are doing the same business and employing such workmen and they are making payments to the different categories of workmen employed by them according to the terms of settlement reached in conciliation proceedings to which this company was a party; that the company had, however, refused to fall in line with the other major employers in the matter of payment to their Output Clerks. The Union has contended, as submitted in its written statement, that the duties of an Output Clerk are the same as those of a Mate Receipt Clerk. It has contended that the duties of an Output Clerk are more onerous and require better efforts, skill and care than is expected of a Tally Clerk, and that realising this the major employers in the trade pay their Output Clerks the same Wages as they are paying to the Mate Receipt Clerks, which rates or wages are higher than those paid to the Tally Clerk; that upon this company having refused to pay its Output Clerks the same wages as it is paying to its Mate Receipt Clerks the Union raised an Industrial Dispute which has resulted in this reference. The Union has, in its written statement, stated that the Output Clerks are entitled to equal pay as Mate Receipt Clerks on two main grounds viz:—(a) the Output Clerks are doing work at least of the same nature, if not more onerous than the Mate Receipt Clerks and (b) the majority of the employers within the port of Cochin who are engaged in similar business and are employing similar categories of workmen are paying the Output Clerks employed by them wages at the same rates as paid to the mate receipt clerks. The Union has, therefore, submitted that the refusal of this company to pay its output clerks the same wages as its mate receipt clerks was unjustified and it has prayed that the output clerks be awarded the same wages as mate receipt clerks with effect from 1st January, 1963.

6. At the hearing the Union examined two witnesses namely (1) K. K. Cheeku Antony, Tally Clerk employed in the company (w.w.1) and (2) Shri V. L. Augustine, Tally Clerk employed in M/s. Pierce Leslee and Co., Cochin (w.w.2) and the company also examined two witnesses viz., (1) its clerk, Shri T. D. Augustine (E.W.1) and (2) its Supervisor, Shri Viswanathan Raman (E.W.2). In addition both parties filed several documents through their witnesses and I have had the benefit of detailed and lengthy addresses from the learned advocates of the parties.

7. This company are the Agents at Cochin of Messrs Scindia Steam Navigation Company Ltd. There are 16 Tally Clerks in the employ of the company and of these the Union states only 5, who are capable of doing paper work, are only employed to do the work of output clerks. It is admitted that Tally Clerks are paid at the daily rate of Rs. 5.75 for day duty and Rs. 6.37 for night duty. It is further admitted that Mate Receipt Clerks are paid Rs. 7.50 for day duty and Rs. 8.25 for night duty.

8. The Dock Labour Scheme was introduced in Cochin on 5th November, 1962, prior to which it is admitted that the pool of the Tally Clerks included Tally Clerks, Mate Receipt Clerks, Plank Clerks and Manifest Clerks. Except for the Tally Clerks these other categories of clerks were recruited as and when occasion arose from the Tally Clerks themselves, but the recruitment was evidently confined to Tally Clerks experienced in paper work. It also appears that prior to the introduction of the Dock Labour Scheme and the constitution of the Dock Labour Board in Cochin the Stevedore labour was paid on an almost time-rated basis and a very small percentage of the cargo was handled on piece rates. Prior to 5th November, 1962, there was no system of payment of any incentive allowance to the Tally Clerks and, therefore there was no necessity for the preparation and issue of output certificates prior to that date. Upon the introduction of the Dock Labour Scheme the Dock Labour Board became the employers of the Stevedore labour and it became its responsibility to make payment to them and for computation of the earnings of the Stevedore labour, correct and detailed data of the work done was required to be maintained. The details required to be maintained related to not only the work done but also its nature and the nature of the cargo handled along with the details of the number of hooks used in the hatch and the number of idle hours. It was, therefore, decided that Output Clerks should be appointed for preparing the output certificates.

9. Now, the Union's case is that the claim under reference is justified on two main grounds firstly that the work of an output clerk is more responsible and onerous than that of a Tally Clerk and can well be compared with that of a Mate Receipt Clerk, secondly the Union has contended that the other major steam ship companies are paying their output clerks the same wages as are paid to the Mate Receipt Clerks and it has relied upon the list of 11 firms mentioned by name by the Conciliation Officer, Shri B. K. Jayarama Rao, in his letter dated 15th June,

1963, addressed to Shri G. J. Asher of this company, copy of which he (the Conciliation Officer) had endorsed to the General Secretary of the Union and which is on file as Ex. W. 4, in which he had stated that these 11 firms are paying their output clerks the wages of mate receipt clerks.

10. Now, the company's case on the other hand is that the work of an Output Clerk is very simple and the only work that the output clerk is required to do is of copying down in the output certificate the entries in the last two columns of the import tally sheets or export tally sheet. In fact, the company has gone to the extent of stating that the work of an output certificate clerk is simpler and less responsible than even that of a Tally Clerk; that the Output Clerk has to work for lesser hours than the Tally Clerk in doing this simple work and its cross-examination of the union's witnesses and the documents which it has tendered through its witnesses has mainly been in support of this contention.

11. It is the union's case that the wages of Tally Clerks and other allied clerks were fixed under a conciliation agreement arrived at prior to the introduction of the Dock Labour Scheme on 5th November, 1962, under which the day rate of Rs. 7.50 and night rate of Rs. 8.25 was fixed for the Mate Receipt, Plank and Manifest Clerks. Whilst the Tally Clerks were on the lower scale of pay of Rs. 5.75 and Rs. 6.37 for day and night duty respectively, they were, however, entitled to incentive payment depending upon the number of slings handled. It is relevant to note that the incentive payment is confined only to the Tally Clerks. It is also necessary to state that the Union is not claiming payment of any incentive payment to the Output Clerks.

12. It is I think relevant also in order to understand the duties of the Output Clerks to state that under the pattern of work in the docks, the duties of the Tally Clerk is merely to note down the number of slings and the nature of the cargo carried in them. Whilst the other clerks namely the Mate Receipt, the Manifest and the Plank Clerks are required to make certain calculations, compute data and check and counter check entries, it is admitted that the Mate Receipt, Manifest and Plank Clerks are paid a common scale of pay which is higher (as stated above) than that of the Tally Clerk. It appears that on the very first occasion when this company asked a Tally Clerk to do the work of an output clerk and paid him the wages of a Tally Clerk, a protest was launched by the union and an industrial dispute was raised and the matter was referred by the union to the Conciliation Officer. The management refused to attend any conciliation meetings and this fact has been pointedly referred to by the Conciliation Officer in his failure report dated 17th October, 1963. The Conciliation Officer also wrote to Shri Asher, the managing partner of this company on 15th June, 1963, drawing his attention to the fact that the 11 companies mentioned by him by name were paying their output clerks the same wages as for receipt clerks and he requested Shri Asher to let him have his final reply by 24th June, 1963. It appears that in its correspondence with the Conciliation Officer, the company took the stand that the other employers were not paying the higher rate of mate receipt clerks to output clerks and it was in reply to this contention that the Conciliation Officer had mentioned specifically the names of the 11 firms who were paying their Output Clerks the same wages as to the Mate Receipt Clerks. There was no reply to the Conciliation Officer's letter dated 15th June, 1963, (Ex. W. 4) by the company with the result that this reference was made by the Government on 6th December, 1963. It is necessary to refer to the fact that the union had on 21st November, 1962, written to the company asking it to pay output clerks the wages of Mate Receipt Clerks and recording the company's refusal to do so. (Ex. W. 2) and the company had replied to it on 8th December 1962, that according to the decision taken by the Shipping Sub-committee of the Cochun Chamber of Commerce, they were engaging additional Tally Clerks in order to assist the Supervisors and Receipt Clerks and they are, therefore, not excepted to pay clerk's wages to the additional Tally Clerk.

13. Now, the onus of proving that the Tally Clerks are entitled to the wages of Mate Receipt Clerks, was clearly upon the union and in discharging that onus, the union has led the oral evidence of two witnesses and filed certain documents. The first witness of the union, Shri Kadambu Katak Checku Antony (w.w. 1), has been in the service of the company at Cochin for the last five years as permanent Tally Clerk. He stated that himself and some other Tally Clerks who were proficient in paper work were asked to do the output clerks' work. They were in all 5 out of 16 Tally Clerks who were asked to do this work. He produced specimens of six forms which the Tally Clerk had to handle when doing the work of an Output Clerk, (Ex. W.1.). According to him the Output Clerk when preparing the output certificate has to handle the shipping bill, the boat note etc. He stated that in the case of short equipment he would, as an output clerk have to calculate the weight of each unit of the packing by dividing the gross rate as entered in

column 4 of Ex W. 1(a), the shipping bill, by the number of packages as entered in column 1 thereof. He would then have to multiply the unit weight by the number of packages actually shipped as per the boat note. If a part of the cargo as per one boat note is shipped by the workmen in one shift and if he is sent as an output clerk in the succeeding shift, he would have to calculate the unit weight from the entries in the shipping bill and arrive at the gross rate of the packages already handled by the previous shift and those that would remain to be handled by his shift. He referred to the Ex. W. 1(b), the import cargo manifest form, and explained that column 4 thereof shows the total number of packages and column 5 shows the gross weight in pounds. He further explained that the number of packages entered in the Ex. W. 1(b) would be handled by workmen of different shifts. Giving an illustration he stated that in Ex. W. 1(b) the number of packages shown is 188 and the gross weight shown is 5,47,371 pounds. In one shift 80 packages were unloaded and the next shift 105 packages were unloaded and in the next shift 3 packages were unloaded. In such a case the Tally Clerk would enter only the number of packages in form like Ex. W. 1(e), and would leave the column in that form blank. The output clerk would, therefore, have to calculate the weight of each package from the entries in columns 4 and 5 of the form Ex. W. 1(b), multiply the same with the number of packages unloaded in each shift and enter the gross weight of the packages unloaded in each shift in column 6 of Ex. W. 1(e). He has stated that in form W. 1(b) the Output Clerk has to make entries regarding the duration of the working of double hook and multiple hook for the purpose of calculating the incentive wages for the Stevedore labour. He has further stated that in the remark column shown at the foot of the output certificate form [Ex. W. 1(d)] the Output Clerk would have to show the time during which hazardous cargo and heavy lift were handled by the stevedore labour. He has stated that the Output Clerk would have to calculate this time from the entries shown by the Tally Clerks in the Import Tally [Ex. W. 1 (e)]. According to him the Output Clerks has also to convert the weight of the cargo shown in lbs. in forms like Ex. W. 1 (e) (Import Tally) into Kilograms and metric tonnes and the same have to be entered in the appropriate columns in forms like Ex. W. 1(d) (output certificate). He stated that the forms like Ex. W. 1(e) import tally forms and Ex. W. 1(f) export tally forms, were filled in by the Tally Clerks and the Output Clerk takes the entries in these forms for the calculations which the Output Clerk has to make as described above. He explained that the Tally Clerk's work is only of making entries in the forms like the import and export tally sheets, Ex. W. 1(e) and Ex. W. 1(f). He stated that many of the companies doing the same business of steamer agents at Cochin pay their Output Clerks wages of mate receipt clerks which are Rs. 7.50 per day and Rs. 8.25 per night shift and that some of them pay double these wages calculated on hourly basis, for work done between 3 A.M. and 6 A.M. and between 5 P.M. and 6 P.M. He has stated that the nature of the work of the Output Clerk was responsible because the output clerks are employed for the purposes of preparing correct data to enable the Dock Labour Board to calculate the wages of Stevedore labour on tonnage basis, which would vary according to the nature of the cargo, and as also for the incentive, depending upon the number of hooks working at a time in each hold of the ship.

14. He explained that of the 18 Tally Clerks in the employ of this company, only 5 who were able to do paper work were authorised to do the work of preparing the output certificates. By paper work he meant those who were capable of making entries in mate receipt forms, manifest forms, cargo storage and the output forms. He explained that if there are more than 3 steamers to be handled the output clerks are employed from outside, and even additional men are taken from those who are experienced in paper work and who are available for employment from the pool.

15. This witness was searchingly cross examined at length by the learned Advocate for the company. He admitted that when working as Tally Clerk he has to write down the particulars of the boat note in the tally sheet and that entries in import tally sheets (Ex.E.1) are made by the Tally Clerks. He was shown several other import or export tally sheets and he admitted that these had been filled in by him [Ex. E. 1 (a) to E. (2)]. He stated that he had to look into the shipping bill in order to prepare the output certificate, but admitted that sometimes it was possible to prepare the output forms without looking into the Shipping Bills. He explained that if there are 4 items in a boat note, then the total weight of all the items will be shown in the boat-note but if the 4 items relate to different hatches, then he would have to calculate the weight of each item from the total weight in the shipping bill. He admitted that it was not necessary to look into the shipping bill for preparing the import tally sheet or the output certificate [Ex.E.(2)]. He was shown several output certificates which are on file and he admitted that they had been prepared from the corresponding tally sheets and that it would not be necessary to

look into the shipping bill to prepare these certificates (Ex.E.3, Ex.E.4, Ex.E.5, Ex.E.6, Ex.E.7, Ex.E.8 and Ex.E.9). The witness further stated that while it was not necessary to look into the shipping bill for preparing some export tally sheets, it was necessary to look into the shipping bill to prepare some other export tally sheets. Whilst he admitted that it has not been possible to look into the Shipping Bill for preparing any of the output certificates which had been tendered as exhibits, it was nevertheless not true that all output certificates could be prepared from the tally sheets only. He explained in the case of the entire coastal cargo it is necessary to look into the shipping bill to prepare the output certificate, and stated that if pepper is mixed with any other item of cargo then the weight of each item will have to be calculated from the gross weight shown in the shipping bill because pepper is always stored in a separate hatch. He however, admitted that for foreign export cargo shipping bill need not be looked into for preparing the certificate of output. He further explained that as the coastal cargo is always a mixed cargo the shipping bills have necessarily to be looked into. He was thereupon shown the export tally dated 31st May, 1963, for the day shift and the corresponding output certificate in respect of the S. S. Jolatarang, a coastal steamer, carrying coastal cargo and he stated that the shipping bill was not looked into for preparing the relevant output certificate because all the items of cargo had gone into one hatch. (Ex. E-10) and E-10(a). He denied that the Output Clerk was only authorised to prepare the output certificate from the tally sheet and further denied that the output clerk has only to copy the entries in the last 2 columns of the tally sheets, which relate to the idle period over 75 minutes of the gang and the particulars of the weight. He denied that the output certificate contains only the particulars of weight and idle time and he stated that it contains other particulars also. When it was put to him that two other Tally Clerks were also doing the work of Output clerks he stated that they did so when helped by the supervisor or only when they were called upon to do this work in an emergency or when assisted by one of the 5 tally clerks who could do paper work. He denied that the duties of receipt clerks and tally clerks were higher than those of the output clerks and maintained that the output clerks' and the mate receipt clerks' responsibilities were higher than those of the Tally Clerks. He stated that some output certificates can be prepared in even less than 15 minutes and some would take more than half an hour to prepare. In re-examination he clarified that on occasions in one shift an output clerk has to prepare as many as 11 output certificates.

16. The second witness on behalf of the workmen, V. L. Augustine (w.w.2) is a Tally Clerk in the service of Pierce Leslie & Co., one of the leading steam ship companies in Cochin. He deposed that after the Dock Labour Board Scheme was implemented in the Cochin Port the practice of employing Output Clerks was started. This witness had also worked as Output Clerk with M/s. Aspinwall & Co., M/s. Harrison & Crossfields, M/s. C. J. Ravel & Co. He further stated that he had for a few months also worked as output clerk with Jayaram & Sons. He stated that when doing that work he was paid at the rate of Rs. 7.50 for day duty work and Rs. 8.25 for night duty work by all the companies mentioned by him except Jayaram & Sons who paid him at the rate of 5.75 and 6.37 for day and night shifts respectively. He stated that he accepted this payment from this company, under protest and referred the matter to the union. He stated that in Pierce Leslie & Co. and the other companies only experienced Tally Clerks were asked to do output clerks' work. According to him the duty of Output Clerks' is more responsible than that of Tally Clerks. He explained the duties of an Output Clerk in the following manner:—

"The particulars of the weight of the cargo to be loaded are stated in the shipping bill. For import cargo the particulars of the weight are shown in the import manifest. Stevedore Labour is paid on the basis of the weight shown in the output certificate. If the complete cargo has been handled in a shift the Tally Clerk will enter the total weight in the tally sheet. If not, the output clerk will have to calculate the total weight, taking the weight from the shipping bill or the manifest bill as the case may be. Sometimes the stevedore labour challenges the correctness of the weight shown in the shipping bill or the manifest bill as the case may be. In such an event an Output Clerk and the Duty Officer would hold a sample check".

He further stated that he knew of no other company, except this company, where output clerks are not paid the same wages as the Mate Receipt Clerks.

17. This witness also was searchingly cross-examined by the learned Advocate for the company. In his cross-examination he stated that he had worked not only as a tally clerk and output clerk, but also as Mate Receipt clerk, and Plank Clerk. He admitted that all the other firms he had named were European Companies. He stated that he did not know whether the Chamber of Commerce in Willington Island

had recommended that Tally Clerks should be employed as Output Clerks. The witness stated that he knew of no instance where clerks other than Tally Clerks had been appointed as Output Clerks. He admitted in cross-examination that the rates of wages for Tally Clerks, Receipt Clerks and Supervisors are fixed under an agreement and that there was no such agreement relating to the wages of Output Clerks. He denied that all the entries in the output certificate are taken only from the tally sheets though he admitted that the entries in Ex.E.10(a) had been made from Ex.E.10. He explained that if there are two gangs working simultaneously in a section Tally Clerks will not mention that fact in the tally sheets, and, therefore, the Output Clerk would have to go on the spot and find out the particulars when the two gangs are working simultaneously and after ascertaining this, the output clerks will enter it in the output certificate under the column, "double hook payable hours". He stated that he had made such entries in the output certificate when working for the other firms he had mentioned. He denied that the Output Clerks were not authorised to make any other entries in the output certificate except those made in the last 2 columns of the tally sheet. He admitted that except Jayaram & Sons, supervisors were casual workers in all the other companies with which he had worked and he admitted that all Tally Clerks, Receipt Clerks and Output Clerks were under the Supervisor of the respective firms and that supervisors in other firms were casual workers because they do not have work every day and that in Jayaram & Sons, the Supervisors were permanent because they have got work every day.

18. As I have stated earlier the company examined two witnesses. The first witness T. D. Augustine (E.W.1) was put in mainly to produce circular dated 30th October, 1962 which this company had received from the Cochin Chamber of Commerce (Ex. E.-11), para. No. 5 of which relates to, Compilation of Output Certificates—Tally Clerks", and which reads as follows:—

"Since ships' supervisors are not likely to have the necessary time for preparing this certificate themselves in toto, this sub-committee recommends to Steamer Agents that in order to assist agents' supervisors and receipt clerks (because the latter may also be required to assist in the preparation of output certificate), one additional Tally Clerk be engaged per vessel per shift for this purpose."

This witness also identified a bunch of 24 mate receipts dated 24th January, 1964 (Ex.E.12) and he stated that he had received them from the Steamers. According to him these are prepared by receipt clerks.

19. In cross-examination by Shri T. C. N. Menon for the union, witness could not state when the wages of Tally Clerks and Mate Receipt Clerks were fixed. He admitted that at no stage was Ex.E.11 shown to the workmen or their union and he had to admit that he was not sure whether all the Steamer owners had accepted this recommendation of the Cochin Chamber of Commerce. With regard to Ex.E.12 the receipt forms—he stated that they were filled in by the help of the shipping bill and the tally sheet and boat notes of the shippers. He stated that the calculation of the entry in column 5 of Ex.W.1(b) were made by the company's clerk in the office. He further stated that steamer companies started employing output clerks from 5-11-1962. With regard to Ex.E.11 he stated that beyond having received the circular he did not know how the decision was arrived at. He stated that Shri G. J. Asher, the Chairman of the Shipping Sub-committee, whose name appears at the bottom of Ex.E.11 was one of the partners of this company. He admitted that this dispute had been raised with Jayaram and Sons by the Tally Clerk's Union and that he had handled some papers in connection with the dispute. He admitted to having received the notice from the Conciliation Officer (Central) in respect of the dispute and he identified the signature of Shri Jayarama Rao, the Conciliation Officer on Ex.W.4 and he further admitted that Ex.W.4 was copy of the letter which the Conciliation Officer had addressed to Shri Asher, as a partner of the Jayaram & Sons. He did not know whether the representatives of this firm had not attended the conciliation meetings called by the Conciliation Officer, and he stated that at no time after this dispute was raised had his firm enquired of the other agents of steam companies of the rates of wages they were paying to their output clerks. In re-examination he explained that because this company was following the recommendations of the shipping committee of the Cochin Chamber of Commerce it did not enquire about the rates of wages of an output clerk paid by the other Steamer agents in Cochin. To a question from me he stated that the Cochin Chamber of Commerce had not fixed any rates of wages for output clerks other than the rates of wages for Tally Clerks.

20. The next witness on behalf of the company was Shri Viswanath Rao, its Supervisor (E.W. 2). He stated that as Supervisor, he has to supervise the work of tally and receipt clerks, output clerk and he stated that he gave them instructions and supervised their work. He stated that he was one of the Supervisors

In Jayaram & Sons. He was shown a list of duties of Tally Clerks (Ex. E-13) and those of Receipt Clerks (Ex. E. 14). According to him tally clerks had to work as output clerks in his firm. According to him the duty of output clerks is only to see the tally sheets and check up the idle time and tonnage of each gangs' work and that these entries are filled in in the output certificate form. Witness stated that the output clerks cannot fill in any other particulars of the output certificate form as they are not required to fill in any other particulars in the output certificate form. He stated that along with the output certificate, the company also sends a copy of the tally sheet to the Dock Labour Board office, and if there is any difference in the entries in the output certificate form and the tally sheets the Dock Labour Board would send back both to the company and he would correct the mistake and resubmit them to the Dock Labour Board. He stated that he would himself correct the mistake. He stated that if there was any mistake in the tonnage his company would give the Dock Labour Board according to the standard weight of each commodity, by making the necessary corrections in the output certificate form. He stated that he shows the output certificate before it is despatched to the Dock Labour Board and he would correct any mistake he would detect. He stated that if there was no entry regarding the weight in the second last column of the tally sheet he would correct the same and the output clerk would not correct it. But this would happen only on rare occasions. According to this witness the output clerks had not to look into the shipping bills, the boat note or the manifest to make the entries in the output certificate. He stated that it will take 15 to 20 minutes to prepare each output certificate and that the output clerks prepare the output certificate at the end of one shift on receipt of the tally sheets; that two Tally Clerks would be recruited if there are two gangs working in one hatch; that output clerks prepare one output certificate in each gang from the tally sheet of their gang. He was shown a final summary sheet of cargo loaded (Ex. E. 15) and he stated that this was prepared by the receipt clerks. According to this witness anybody could do the work of Output Clerk because the output certificate has to be sent 48 hours after the steamer has sailed. According to him, Tally Clerks, and Receipt Clerks did more responsible work than Output Clerk, whose work was very simple. In cross-examination he stated that the entries under the column "double hook payable hours" and "multiple hook payable hours" in the form Ex. W. 1(d) was made by Supervisors like himself by taking the figures from the tally sheets, and that in forms like W. 1. (e) (Import Tally) Supervisors make the entries regarding double hook and multiple hook payable hours. He stated that when 5 gangs are working the number of tally clerks would be seven and there would be one Supervisor on board. He then went on to say that he first makes entries in his diary regarding the double hook and multiple hook payable hours and that he makes the entries in the tally sheets from the diary notes, at the office. Pressed further he stated that sometimes he makes these entries directly into the output certificate, without entering them in the tally sheet, and he tried to explain this as being possible by stating that it is the Supervisor's job to depute gangs on double or multiple hooks. He had, however, to admit that none of the output certificate forms which had been exhibited in this case, bore his signature or contained entries made by him in respect of the double hook or multiple hook payable hours and he tried to explain this away by stating that double and multiple hook payable hours are uncommon. He stated that it was not necessary for a Tally Clerk to look into either the shipping bill or the boat note, but later he corrected himself and stated that it is not necessary for him to look only into the shipping bill. He stated that in his firm it was the Tally Clerks who calculate the weight of part-shipment and that in case of short-shipment it is the receipt clerk who calculates the weight. He had to admit in cross-examination that when there were no workmen of their own, the company engaged output clerks from outside. He said that it was not the company who books any of the 16 clerks to work as output clerks, but that it was the union who selects which of the Tally clerks shall work as output clerks. He admitted that the output clerks total-up the figure of the weight in kilos. He admitted that he was not a member of the Steam Tally Clerks' Union but that of the Jayaram & Sons Staff Association, which was also a registered union.

21. I have given due consideration to the evidence, both oral and documentary, on the record and I am of the opinion that the union has discharged its onus of establishing that the output clerks are entitled to the same wages as the mate receipt clerks. I am not satisfied that the work of output clerks is as simple as that of tally clerks. It is to be remembered that the preparation and issue of output certificates became necessary only after the Dock Labour Board Scheme came into force in Cochin from 5th November 1962 and the importance of the output certificate is that payment is made by the Dock Labour Board, on the statements made in the output certificates. It is to be remembered that prior to the introduction of the Dock Labour Board Scheme, the Stevedore Labour was paid on an almost time-rated basis and a very small percentage of the cargo handled

was piece-rated, and it was then not necessary to issue any output certificates and consequently there was then no category like that of output clerks. After the Dock Labour Scheme was introduced the Dock Labour Board became the representative of the stevedore labour and it became its responsibility to make payment to them. For computation of the earnings of the stevedore labour, collected details of the quantity and nature of the work done as also of the nature of the cargo handled was required to be maintained. A record had also to be maintained of the number of hooks worked as also of the idle hours. On an anxious consideration of the oral and documentary evidence, which I have reproduced in great detail above, I am not satisfied that all that the output clerks are required to do is to copy out the entries in the last two columns of the tally sheets in order to prepare the output certificate. A glance at the printed form of the output certificate on record is sufficient to show that many more details have to be filled in in those forms and I am not at all satisfied that the Output Clerks have never to look into the shipping bill, the boat notes and other documents, except the tally sheet, for preparing the output certificate. On the whole, I accept the evidence of the two witnesses of the union on the nature of the duties of Output Clerks and I am on an appreciation of the evidences both oral and documentary on record satisfied that Output Clerks have a much more responsible task to perform than Tally Clerks and that their work can with justification be compared with the work done by Mate Receipt Clerks. I am satisfied that the statement 1 of E.W.W. 1 that the shipping bill has to be looked into in preparing the output certificate in respect of coastal cargo which has not gone into one hatch is correct. I am not at all impressed by the evidence of the Supervisor of the company (E.W. 2). For one thing, in order to justify the company's stand he was taking upon himself too many responsibilities as Supervisor—albeit permanent—which, in my opinion it was difficult to believe, he could himself alone possibly discharge. His story about his making entries in his diary about the double and multiple hook entries was far from convincing or impressive and in cross-examination he was not able to sustain the story which he put forth in his examination in chief.

22. I am satisfied that the other major Steamer Agents companies in the Port of Cochin are paying their Output Clerks the same wages as for Mate Receipt Clerks. The Union's witness E.W. 2 who had worked as Output Clerk in the other firms mentioned by him stated that those firms had paid him the wages of a mate receipt clerk for having worked as Output Clerk and that only this company still declines to pay its output clerks the wages of mate receipt clerks. I accept the evidence of E.W. (2) on this point, as he is supported by the statements made in the letter of the Government Conciliation Officer (Ex. W. 4) to Mr Asher, a partner in the firm of Jayaram & Sons. In that letter the Conciliation Officer has stated the names of 11 other steamer companies agents in Cochin—some of them Indian firms—who are paying their output clerks the same wages as to their mate receipt clerks and I was not much impressed by the ignorance on this point fettered by the company's witnesses and I am quite satisfied that the management of this company well knows that the other steamer agent companies in Cochin are paying their Output Clerks the same wages as to their Mate Receipt Clerks.

23. The management has laid much emphasis on the fact that the Cochin Chamber of Commerce had recommended that a Tally Clerk should be engaged to do the work of Output Clerks (Ex F 11). The company's witness (W.W. 2) who produced Ex 11 did not have any personal knowledge of how this recommendation came to be issued. Paragraph 5 of Ex F-11 says that one Tally Clerk should be engaged to do the work of an Output Clerk. It is significant that it is silent as to the wages to be paid to the Tally Clerk when working as Output Clerk. In this connection it is necessary and relevant to state that the union's case is and I am satisfied that it is so, that only 5 of the senior most and experienced 16 Tally Clerks, are asked to work as Output Clerks. There is some evidence that in an emergency two other tally clerks are also asked to work as Output Clerks, but the evidence shows that these two clerks when working as Output Clerks are assisted by the Supervisor or one of the other 5 experienced Tally Clerks. I am, therefore, satisfied that the output clerks work is done by the more experienced of the Tally Clerks, which itself establishes that the duties of Output Clerks are more responsible than those of Tally Clerks. On a consideration of the evidence both oral and documentary on the record, I am satisfied that the work of output clerks is onerous and requires greater intelligence and more calculations to be done than are done by Tally Clerks and that is the reason why the other steamer agent companies (see Ex. W. 4) are paying them the higher wages of mate receipt clerks. I am satisfied that it is right and proper to equate the work of output clerks with that of Mate Receipt Clerks for the purposes of their wages.

24. I therefore, hold on the first issue under reference that the union has established that its demand, that output clerks employed by Messrs Jayaram & Sons be entitled to equal wages as Mate Receipt Clerks, is justified.

25. With regard to the second issue as to what relief they are entitled to, in my opinion there is ample justification for the union's demand that output clerks should be paid higher wages of Rs. 7.50 for day duty and Rs. 8.25 for night duty, i.e. the rate at which the other companies are paying their Mate Receipt Clerks and there is no justifiable reason for this company not to pay these rates of wages to its Output Clerks. It is urged on behalf of the company that the other companies referred to by W.W. 2 in his evidence in which he had worked are all European Companies who can afford to pay the higher rates of wages. But Ex. W.4 shows that there are many Indian Companies among the 11 companies mentioned there, who are also paying the same rates to their output clerks as they are paying their mate receipt and manifest clerks. This company is also Agent of a big company like the Scindia Steam Navigation Company and it has not proved that it has not the capacity to bear the financial burden of the demand. There is, therefore, no justifiable reason for this company refusing to pay its output clerks the same wages as to its mate receipt clerks, as the other steamer agent companies are paying.

26. The Output Clerks in the other firms are being paid the higher rates of Rs. 7.50 and Rs. 8.25 for day and night shift work respectively since the Dock Labour Scheme came into operation on 5th November 1962 and I think it only fair that this company should also be directed to pay its Output Clerks the same rates of wages of Rs. 7.50 for day duty and Rs. 8.25 for night duty as for Mate Receipt Clerks with effect from 1st January 1963 which is the date from which the Union has made this claim in its written statement, and I direct it to pay the same from that date. I further direct the Company to pay its tally clerks who since 1st January 1963 have done the output clerk's work the difference between the rates of Rs. 5.75 for day duty and Rs. 6.37 for night duty paid by it and the awarded rate of Rs. 7.50 for day duty and 8.25 for night duty. I further direct that the amounts due under the Award shall be paid by the company within a month from the date this award becomes enforceable.

27. Shri T. C. N Menon, the learned Advocate for the Union, has strongly pressed for an order for costs. He has, I think justifiably taken exception to the attitude of the company in not appearing before the Conciliation Officer in the Conciliation proceedings, as recorded by the Conciliation Officer in his failure report dated 7th October 1963. Considering all the facts and circumstances of the case and the fact that I have held the company's defence unjustified, I think an order for costs of Rs. 150/- in favour of the union would be justified. Costs also to be paid within a month of the date this award becomes enforceable.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.
[No. 28/86/63/LR. IV.]

New Delhi, the 7th April 1964

S.O. 1346.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, Bombay in the industrial dispute between the D.D.T. Factory, Alwaye, managed by the Hindustan Insecticides, Limited, Delhi and their workmen which was received by the Central Government on the 3rd April 1964.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL AT BOMBAY
REFERENCE NTB 1 OF 1962

Employers in relation to the D.D.T. Factory, Alwaye (Kerala) managed by the Hindustan Insecticides, Ltd., Delhi.

AND

Their Workmen

PRESENT:

Shri Salim M. Merchant, *Presiding Officer.*

APPEARANCES:

For the Employers.—Counsel Shri S. D. Vimdalal, Bar-at-Law, instructed by Shri S. A. Shroff, Solicitor of Messrs. Amarchand & Mangaldas & Malvi Ranchoddas & Company, Shri B. W. Vaidya, Advocate, Shri B. B. Mathur, Managing Director, Hindustan Insecticides Ltd., Delhi and Shri T. G. John, Works Manager.

For the Workmen.—Shri T. C. N. Menon, Advocate with Shri P. R. Panikker, Advocate with Shri A. A. Menon, General Secretary, Hindustan Insecticides Employees' Union.

STATE: Kerala.

INDUSTRY: Manufacture of Insecticides.

Dated at Bombay, the 1st day of April 1964

AWARD

The Government of India, by the Ministry of Labour and Employment's Order No. 17/8/62-LRIV, dated 6th September 1962, made in exercise of the powers conferred by Section 7B of the Industrial Disputes Act, 1947 (XIV of 1947), was pleased to constitute a National Industrial Tribunal with headquarters at Bombay and appoint me as Presiding Officer of that Tribunal and by another order bearing same number and date, the Central Government was pleased, in exercise of the powers conferred by sub-section (1A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), to refer the industrial dispute between the parties above-named, in respect of the subject matters specified in the following Schedule to the said order, to me for adjudication. The Reference Order says that the dispute is of such a nature that the industrial establishments situated in more than one State are likely to be interested in or affected by such dispute.

SCHEDULE

- "1. Scales of pay and method of adjustment in scales of pay.
2. Dearness Allowance.
3. Overtime for the workmen not covered by the Factories Act, 1948.
4. Charge Allowance.
5. Compensatory Allowance.
6. Whether grace time of 15 minutes at the beginning of the shift/office time should be allowed?
7. House rent.
8. Categorisation of workers.
9. Promotion principles regarding.
10. Night shift allowance.
11. Risk Allowance.
12. Uniforms.
13. Incentive bonus.
14. Pay and allowances of re-employed retired government servants.
15. Retrospective effect to the scales of pay which came into effect from 1st April 1961".

2. After the reference was made, the usual notices were issued on parties, inviting their written statements. Both the parties applied for extensions of time to file written statements. Thereafter, the Union filed its written statement of claim on 20th October 1962 and the management filed a short and general statement in reply, dated 23rd October 1962, after which a preliminary hearing was fixed at Ernakulam on 4th February 1963. On 5th February 1963 accompanied by the representatives of the parties I inspected the factory of the Company at Elur in Alwaye, Kerala. Thereafter, the company filed its detailed written statement to the Union's statement of claim on 15th April 1963, and the dispute was taken up for hearing on 6th July 1963, and, at the adjourned hearing of the dispute on 25th November 1963, on my suggestion and initiative, the parties negotiated for a settlement and after prolonged discussions in which my assistance was sought, the parties on 29th November 1963, signed tentative terms of settlement. The hearing was thereafter adjourned from time to time to enable the Management to get the consent and approval to the proposed terms of settlement from the proper authorities at New Delhi. Later, the parties appeared before me at Bombay on 26th March 1964 and filed a joint application stating that an amicable settlement had been reached between the parties and they attached a copy of the memorandum of settlement recording the terms of settlement reached between them and prayed that an Award in terms of the said memorandum of Settlement be made. A copy of the joint application of the parties, dated 23rd March 1964 along with the terms of settlement are annexed hereto and marked Annexure 'A' and 'A1' respectively.

3. As I am satisfied that in the facts and circumstances of the case, the terms of settlement are fair and reasonable and in the interest of industrial peace, I accept the same and make an award in terms thereof, covering the subject matters stated in the Schedule to the Government Order of reference, and the memorandum of settlement shall form part of this Award.

4. I would be failing in my duty if I were not to express my appreciation of the attitude of reasonableness and spirit of mutual adjustment shown by the representatives of both parties, particularly by Shri T. C. N. Menon, Advocate and President of the Hindustan Insecticides Employees' Union representing the workmen and Shri S. D. Vimalal, Bar-at-Law, Shri S. A. Shroff, Solicitor, Shri B. W. Vaidya Advocate representing the management and above all by Shri B. B. Mathur, the Managing Director of the Company, which has made this settlement possible.

(Sd.) SALIM M. MERCHANT,
Presiding Officer.

BEFORE THE HONOURABLE NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NTB 1 OF 1962

BETWEEN

D.D.T. Factory, Alwaye, managed by Hindustan Insecticides Limited, a Government of India Undertaking, New Delhi (hereinafter referred to as "the Company")

AND

Their Workmen represented by Hindustan Insecticides Employees' Union, (hereinafter referred to as "Workmen").

MAY IT PLEASE THE HONOURABLE TRIBUNAL:

1. By an Order of Reference of the Ministry of Labour and Employment, dated the 6th September 1962, the Central Government referred certain disputes mentioned in the Schedule to the said Order for adjudication before the Honourable National Industrial Tribunal, Bombay.

2. The Company and the Workmen being the parties to the said dispute have arrived at an amicable settlement of the disputes between them in terms of the Memorandum of Settlement annexed hereto.

3. The Company and the Workmen hereby apply to the Hon'ble Tribunal that an Award in terms of the said Memorandum of Settlement be made and the said Memorandum of Settlement be treated as part of the said Award.

Dated this 23rd day of March 1964.

For Hindustan Insecticides
Employees' Union.

A. A. Menon,
General Secretary.

For D.D.T. Factory, Alwaye, managed by
Hindustan Insecticides Limited, New Delhi.

T. G. JOHN,
Works Manager.

Filed on 26th March 1964 and taken on file along with the memorandum of settlement.

(Sd.) SALIM M. MERCHANT,
Bombay, 26-3-1964.

BEFORE THE HONOURABLE NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NTB/1 OF 1962

BETWEEN

D.D.T. Factory, Alwaye, managed by Hindustan Insecticides Ltd. New Delhi

AND

Their Workmen represented by Hindustan Insecticides Employees' Union.

JOINT APPLICATION FOR AWARD

Dated the day of March 1964

M/s. Amarchand & Mangaldas & Malvi
Ranchoddas & Co.

Attorneys for the Company.

FORM H

[See Rule 58 of the Industrial Disputes (Central) Rules, 1957]

BEFORE THE HONOURABLE NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NTB/1 OF 1962

BETWEEN

D.D.T. Factory, Alwaye, managed by Hindustan Insecticides Limited, a Government of India Undertaking, New Delhi (hereinafter referred to as the "Company")

AND

Their Workmen represented by the Hindustan Insecticides Employees' Union (hereinafter referred to as the "Workmen").

NAMES OF PARTIES:

Representing Company.—Mr. S. D. Vimaldal, Counsel with Mr. S. A. Shroff, Solicitor of Messrs. Amarchand & Mangaldas & Malvi Ranchoddas & Co., Bombay, and Mr. I. G. John, Works Manager of the Factory at Alwaye.

Representing Workmen.—Mr. T. C. N. Menon, Counsel of Hindustan Insecticides Employees' Union and Mr. A. A. Menon, General Secretary of the Union.

WHEREAS

(1) By an Order of Reference No. 17/18/62/LRIV of the Ministry of Labour & Employment dated 6th September, 1962 in exercise of the powers under Section 10(1A) of the Industrial Disputes Act, 1947 (hereinafter referred to as the said Act), the Central Government referred the dispute mentioned in the Schedule to the said Order, which Order of Reference is annexed hereto and marked Annexure "A";

(2) The Company and the Workmen having filed the respective statements of claim, Rejoinder, reply to the Rejoinder and the respective lists of documents and having led evidence before the Hon'ble National Industrial in the above reference proceedings;

(3) The Company and the Workmen at the kind intervention of the Hon'ble National Tribunal having resolved to amicably settle their disputes upon the terms of settlement hereinafter recorded.

(4) Under a "Without Prejudice Memorandum of Settlement", dated the 29th day of November 1963, the parties to the said disputes reduced to writing the terms of settlement between the Company and the Workmen, subject however, to the specific conditions mentioned in Clause 14(g) thereof, that is to say:—

"14(g) It is agreed that this settlement shall come into effect if, and only if, the Board of Directors of Hindustan Insecticides Limited, approve of and accept the terms and conditions hereof, in which event the parties shall apply for and obtain an Award in terms hereof. If the Board of Directors of the Company do not approve of and accept the terms and conditions of this agreement, the hearing of the above reference will be proceeded further and the aforesaid Memorandum of Settlement shall be treated as without prejudice negotiations";

(5) The Board of Directors of Hindustan Insecticides Limited, having approved of and accepted the terms and conditions of the said Memorandum of Settlement dated 29th day of November 1963 and the parties to the said disputes and the Company and the Workmen having agreed to finally record the terms and conditions of settlement arrived at as hereinafter recorded and also having applied to the Hon'ble National Industrial Tribunal for an Award in terms hereof;

It is hereby mutually agreed by and between the Company and the Workmen as under:—

1. This agreement shall apply to the Company's Works at Udyogamandal P.O. (Alwaye) and both the parties will be bound by the agreement for the period mentioned hereinafter. The terms of this agreement will apply to all the employees and workmen covered by the above reference NTB-1 of 1962.

2. The grades and scales of pay and Dearness Allowance payable to Unskilled Labour, Laboratory Attendant, Peons, Mah, Sweeper, Watchmen, Messenger and Farash shall be as under:—

- (a) *Basic pay and grade.*—Rs. 90—1—92—EB—2—120.
- (b) *Dearness Allowance.*—From 1st January 1964, the Dearness Allowance will be the same as paid to the Central Government employees i.e. Rs. 15 per month for those drawing basic wages/salary from Re. 1 to Rs. 140.
- (c) The new basic scales and grades of pay shall come into effect from 1st April, 1961 and the following fitment will be given to them i.e., those drawing below Rs. 90 on 1st April 1961 will be brought upto Rs. 90 and those drawing Rs. 90 and above will be given one additional increment and fitment at the next stage.
- (d) The Company shall make a lump sum payment of Rs. 175 per employee to compensate for the arrears in pay and Dearness Allowance for the period 1st July 1959 to 31st March 1961. As regards basis for entitlement, it is agreed that the employees who joined after 1st July 1959 will be paid proportionately for the number of completed calendar months of their service and for this purpose, if the date of respective appointment is upto and including 14th of a month, that month will apply with regard to entitlement of this payment. And the period of extraordinary leave, if any, without pay on ground of sickness supported by E.S.T. Certificates will be treated as "on duty".
- (e) The above workmen will be paid arrears of Dearness Allowance at the rate of Rs. 10 per month for the period commencing from 1st April 1961 and ending on 31st October, 1961 and at the rate of Rs. 15 per month for the period commencing from 1st November 1961 and ending on 31st December, 1963.

3. The basic scales and grades of pay of the Head Watchman, Daftri and Packer would be revised to Rs. 95—1—98—EB—2—120 effective from 1st April 1961 and those drawing below Rs. 95 as on 1st April 1961 will be brought upto Rs. 95 and those drawing Rs. 95 and above shall be given an additional increment and fitment at the next stage of the revised scale.

4. The revised scale of Fireman, in view of the special representations made concerning their duties, will be Rs. 95—1—98—EB—2—120 with effect from 1st April, 1963.

5. The revised scales of Drivers, in view of the special representations made concerning their duties, will be Rs. 120—3—141—4—165 and they shall be eligible to be paid a special pay/allowance of Rs. 15 per month provided they possess licence for heavy duty vehicles and tractors. The four existing Drivers will be placed at Rs. 141 on 1st April 1963 as a special case and the above special pay/allowance will be paid to them from 1st July 1962 or the date of their acquiring such licence, whichever is later.

6. The revised scale of Operator Grade II, Fitter Grade II, Electrician Grade II, Welder Grade II, Blacksmith, Machinist, Instrument Mechanic, Painter Grade II and Estate-in-Charge shall be with effect from 1st April 1961, Rs. 170—5—190—EB—8—230—EB—8—270—EB—10—320, but no additional increment or fitment will be given to them.

7. In view of special representations made concerning the nature and quantum of all the extra duties that the present incumbent in the post of the Telephone Operator is called upon to carry out, a special allowance of Rs. 25 per month shall be paid to the Telephone Operator commencing from 1st April, 1963.

8. As far as Charge Allowance (Officiating arrangement) is concerned, the Office Order of the Company in that behalf (vide Annexure G to the Rejoinder or Exhibit E-20) shall stand modified by substitution of period of not less than twenty-one days in place of the period of not less than a month provided therein for the purpose of payment of the charge or officiating allowance effective from the date of Award.

9. In view of the special representations made, the existing welder Grade II will be given two additional increments in his present grade effective from 1st April 1963. Further subject to satisfactory work, the existing Welder Grade III shall be promoted to Welder Grade II on completion of five years service as Welder Grade III.

10. Night shift allowance shall be paid at the rate of 0 30 nP instead of 0 25 nP. as hitherto being paid, effective from 1st April 1963

11 In respect of all workmen (excluding the Unskilled Labour, etc, mentioned in clause 2 above), the following arrears will be paid to them, i.e.,

(a) A lump sum payment of Rs 175/- to each workman upto and inclusive of the grade of Operator Grade I and equivalent grade, to compensate for the arrears of pay and Dearness Allowance for the period 1st July 1959 to 31st March 1961 subject to the terms of the proviso mentioned in clause 2(d) above

(b) Dearness Allowance at the following rates for the period commencing from 1st November 1961 to and ending on 30th September 1962

- | | |
|---|---|
| (i) For those drawing basic pay from Re. 1 to Rs 149 | @ Rs 5 per month. |
| (ii) For those drawing basic pay from Rs 150 to Rs 390 | @ Rs 10 per month. |
| (iii) For those drawing basic pay from Rs 391 to Rs 400 | Marginal adjustment so that the total emoluments do not exceed Rs 400 |

(c) Dearness Allowance at the following rates for the period commencing from 1st October 1962 and ending on 31st December 1963—

- | | |
|---|---|
| (i) For those drawing basic pay from Re 1 to Rs 149 | @ Rs 15 |
| (ii) For those drawing basic pay from Rs 150 to Rs 370 | @ Rs 30 |
| (iii) For those drawing basic pay from Rs 371 to Rs 400 | Marginal adjustment so that the total emoluments do not exceed Rs 400 |

(d) The above ranges of salary will be taken as those actually drawn during the relevant period

12 (a) All employees and workmen shall draw the following rates of Dearness Allowance from 1st January 1964—

- | | |
|--|---|
| (i) For those drawing basic pay from Re 1 to Rs 149 | Rs 15 per month |
| (ii) For those drawing basic pay from Rs 150 to Rs 370 | Rs 30 per month |
| (iii) For those drawing basic pay from Rs. 371 to Rs 399 | Marginal adjustment so that the total emoluments do not exceed Rs. 400. |

(b) The Company shall further adopt the same variations in the Dearness Allowance as is applied from time to time by the Central Government to its employees

13 (a) No retrospective effect will be given in respect of calculations or payment of ad-hoc amounts, overtime, charge allowance, or other payments whatsoever or recovery of house rent or deductions whatsoever by reason of revision of pay scales and grades except statutory benefits

(b) The payments of benefits under this agreement subject to the limitations under this agreement will be made only to those workmen who are on the rolls of the Company on and from the date of the said Government Order of Reference

14 **General.**—(a) It is agreed that the respective rights and prerogatives of the management and workmen will be respected by both parties and effective steps will be taken from both sides to discharge the joint responsibility towards fulfilment of the objectives of this agreement

(b) Both the parties hereto shall duly observe the Code of Discipline in Industry and there shall not be any strike or lock-out without notice, that neither party will have recourse to coercion, victimisation or go-slow, that both the parties shall discourage unfair labour practice such as negligence of duty, interference or disturbance to normal work, indiscipline or insubordination, discrimination against

any employees or victimisation of any employee and abuse of authority in any form.

(c) The Union assures the management that in view of the amicable settlement between the parties, the workmen shall duly carry out, discharge and perform the duties hithertofore discharged and performed by them or as may be assigned by the management from time to time.

(d) It is agreed that there shall be no demand for any further increase in wages or allowance, grades or categorisation or any of the demands of the nature set out in the Order of Reference or otherwise howsoever imposing any financial liability, obligation, burden or commitment on the Company other than as provided herein above and the other terms and conditions of employment as obtaining in the Company as on the date of this Agreement save as modified herein above shall fully define and limit the obligations and responsibilities of the Company towards its workmen for the period covered in this Agreement as provided herein below. Provided however that the foregoing shall not apply to the demand of workmen for Profit Bonus, if any, without prejudice to the rights and contentions of the Company to contest the same on any points, legal or otherwise. It is further agreed that the Union will not resort to any direct action, by strike or otherwise in connection with the above demand for Profit Bonus till 31st May, 1964.

(e) This Agreement is in full and final settlement of all outstanding disputes between the Company and the workmen in their employment whether falling within the purview of the above Reference proceedings before the Hon'ble National Tribunal or not and will be operative till the 31st day of December, 1965. Notwithstanding the expiry of the period of validity of this Agreement, it shall continue in effect thereafter until amended by mutual agreement or terminated by the Company or the Union by written notice of at least two calendar months to the other party.

(f) It is agreed that the arrears of pay, Dearness Allowance and other Allowance to each employee as set out above shall be paid by the Company within two months of the date of the publication of the Award.

Bombay/Ernakulam, dated this 23rd day of March 1964

For D.D.T. Factory, Alwaye, Managed
by Hindustan Insecticides Ltd.,
New Delhi,

T. G. JOHN,
Works Manager.

Sd./- Illegible,
Counsel for Hindustan Insecticides
Limited.

For Hindustan Insecticides Employees' Union,

A. A. MENON,
General Secretary.

Sd./- Illegible,
Counsel for Hindustan Insecticides
Employees' Union.

SCHEDULE "A"

GOVERNMENT ORDER OF REFERENCE

GOVERNMENT OF INDIA

MINISTRY OF LABOUR AND EMPLOYMENT

Dated, New Delhi, the 6th September 1962

ORDER

S.O. 2817.—Whereas the Central Government is of opinion that an industrial dispute exists between the D.D.T. Factory Alwaye managed by the Hindustan Insecticides Ltd., Delhi and their workmen in respect of the matters specified in the Schedule hereto annexed and that the dispute is of such a nature that industrial establishments situated in more than one State are likely to be interested in or affected by such dispute;

And whereas the Central Government is of opinion that the dispute should be adjudicated by National Tribunal;

Now therefore in exercise of the powers conferred by sub-Section (1A) of Section 10 of the Industrial Disputes Act, 1947, (14 of 1947) the Central Government

hereby refers the said dispute to the National Tribunal constituted by the Notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2816, dated the 6th September, 1961 for adjudication.

SCHEDULE

1. Scales of pay and method of adjustment in scales of pay.
2. Dearness allowance.
3. Overtime for the workmen not covered by the Factories Act, 1948.
4. Charge allowance.
5. Compensatory allowance.
6. Whether grace time of 15 minutes at the beginning of the shift/office time should be allowed.
7. House rent.
8. Categorisation of workers.
9. Promotion—principles regarding.
10. Night shift allowance.
11. Risk allowance.
12. Uniforms.
13. Incentive bonus.
14. Pay and allowances of re-employed retired Government servants.
15. Retrospective effect to the scales of pay which came into effect from 1st April 1961.

Sd./- G. JAGANNATHAN, Under Secy.

BEFORE THE HONOURABLE NATIONAL INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE NTB 1 of 1962

D.D.T. Factory, Alwaye, Managed by Hindustan Insecticides Limited, New Delhi.

AND

Thier Workmen.

MEMORANDUM OF SETTLEMENT

Dated this——— day of ————1964.

Messrs Amarchand & Mangaldas & Malvi Ranchoddas and Company,
Attorneys for the Company.

[No. 17/8/62-LR.IV.]

New Delhi, the 9th April, 1964

S.O. 1347.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and the Calcutta Port Commissioners, Calcutta and their workmen which was received by the Central Government on the 2nd April, 1964.

BEFORE SHRI M. R. MEHER, INDUSTRIAL TRIBUNAL, BOMBAY

REFERENCE (IT-CG) No. 1 of 1963

ADJUDICATION

BETWEEN

The Calcutta Port Commissioners, Calcutta.

AND

The workmen employed under them:

In the matter of (1) whether there are certain anomalies in pay scales recommended by the tripartite Committee—and (2) Modifications of the scales.

Shri G. V. Karlekar with Shri K. N. Ganguly for Calcutta, Port Commissioners.

Shri M. Chatterji for Calcutta Port Shramik Union.

Shri Deb Kumar Ganguly for Calcutta Port and Dock Workers' Union.

AWARD

PART I

This is a reference by the Central Government under Section 7A, and Section 10(1)(d) of the Industrial Disputes Act, for adjudication of a dispute between the employers in relation to the Bombay Port Trust and the Calcutta Port Trust and their workmen in respect of matters specified in the Schedule which are as follows:

- “(a) Whether there are anomalies, in regard to any one of the pay scales recommended by the tripartite-Committee set up by the Resolution of the Central Government in the Ministry of Transport and Communications, Department of Transport No. 23-PLA, (91)/58, dated the 23rd August, 1958, published in Part I Section I of the Gazette of India Extraordinary of the 25th August, 1958, in respect of the categories of posts listed in the annexure;
- (b) If so, what modifications, if any, should be made in the scales of pay recommended by the said—Committee for the posts listed in the annexure, having regard to the directions contained in—Paragraph 2 of the said Resolution.

List of categories submitted by the Calcutta Port Shramik Union.

Deputy Conservator's Department.

1. Saloon crews specified below.

Pilot Vessels.

Designation.

- (i) Mess Boy
- (ii) Saloon Boy
- (iii) Servant
- (iv) Masalchi
- (v) Saloon Servant

Other Vessels.

- (i) Masalchi
- (ii) Khitmatgar
- (iii) Servant
Officers' Servant.
- (iv) Servant
- (v) Servant and Tiffin Boy.

2. Gas Lascar.

3. Greaser

Winchman.

4. Telephone Peon, Hooghly Point.

5. Lascars of the following Launches:—

- (i) S. L. 'Psycho'
- (ii) S. L. 'Aid'
- (iii) S. L. 'Grane'
- (iv) S. L. 'Bittern'

6. Manjee, Hawser Boat.

Chief Mechanical Engineer's Department.

1. Rivet Attendant, Shipwright's Section

- Driller, Grade II
- Gas Cutter
- Painter, Grade II

Spliceman, Grade II.

2. Signalman
3. Mobile Crane Khalasi
4. Lift Driver.
5. Electric Crane Driver, 29 K. P. Dock.

Traffic Department.

1. Porters, Muster Gang
2. Khalasi
3. Tindal
4. Serang
5. Sub-Gunner.

Secretary's Department.

Jamadar & Carcaker

Chief Engineer's Department.

Glazier.

All Departments.

Duftry."

(NOTE.—The reference is also for certain categories employed in the Bombay Port Trust, which it is not necessary to give here).

2. This Award relates to the categories submitted by the Calcutta Port Shramik Union. In the statement of claim filed by the Union it is stated, *inter alia*, as follows: The Government of India appointed a Committee for Classification and Categorisation of Class III and IV employees of major Ports with Shri F. Jeejeebhov as Chairman. The Resolution of the Government recapitulated the background of setting up the Committee with the object of "bringing about as large a measure of uniformity as possible in the pay scales of posts of same category in all the major Ports, provided the duties are the same, on the principle of equal pay for equal work". According to the Resolution the task of the Committee was to "examine the duties and responsibilities of the various posts and fit them into one or the other of the scales of pay given in the attached schedule, in the light of the scales of pay of posts with comparable duties and responsibilities in other Departments of Government. Should the Committee feel that, owing to the existence of gradations of skill and responsibility or both, the scales given in the schedule cannot be adopted fully in the case of particular post or group of posts, they are free to suggest breaking up of longer scales (i.e. scale extending over a number of years such as Rs. 60-3-81-EB-4-125-5-130) into two or three shorter scales for adoption in those cases. Shorter scales may also be suggested in cases where the method of recruitment is not direct but by departmental promotion or a higher start is justified owing to higher qualifications prescribed for the post. The Committee is not precluded from recommending scales going beyond indicated maximum if on a comparison of the duties and responsibilities of the categories of the posts in the Ports with the duties and responsibilities of similar categories in other establishments, the weight of evidence is in favour of such recommendation, provided that the scale recommended does not go beyond the scale adopted in the Government Departments for comparable categories". The Committee was also called upon to "recommend changes, where necessary, in the designation of posts so that standardised nomenclature may be evolved". The Committee gave its report on 28th May, 1961. At a meeting held on 11th June, 1961 at Bombay between the Minister of Shipping, Government of India and the representatives of Unions affiliated to the All India Port & Dock Workers' Federation stress was laid by the labour representatives on the need of rectifying anomalies in certain scales prescribed by the Committee. It was decided that the matters should be gone into the Port Authorities, and if not resolved they would be referred to a Tribunal. The anomalies are described by the Union as follows:

- (a) Some posts have neither been properly categorised nor classified and pay scales have not been properly fixed.
- (b) Some posts have either been wrongly classified and/or categorised equating them with posts of lesser duty and/or responsibility in complete disregard of comparable duty and responsibility of those posts.
- (c) Fixation of pay scales of some posts have not been commensurate with duties and/or responsibilities attached to such posts.

- (d) Fixation of pay scales of similar post in different departments or Ports has been different although duties and responsibilities of those posts are—either similar and/or the same.
- (e) Consideration of Classification and/or Categorisation of some posts have been left out.
- (f) Anomalies arising out of incorrect application of the report of the said Committee by the Port Authority.

The Union then goes on to give reasons for its considering that there are anomalies in the scales in respect of the—categories about which the dispute has been referred.

3. The Calcutta Port Trust Commissioners have in their written statement made, *inter alia*, the following submissions: It is seen from the Resolution of the Government of India appointing the Committee that its recommendations were to be regarded as final and binding on the Port Trust authorities as well as labour. Para 4 of the Resolution is as follows:

“The Committee will consult the Port authorities and representatives of Labour Unions in the—Ports. The Committee will also be free to co-opt at each Port experts or such others as they may consider necessary for facilitating its task. The recommendations of the Committee shall be final and binding on the Port Authorities as well as—the Labour.”

The Committee was a tripartite body composed of representatives of Government, the Port authorities and Labour. The Ports representatives filed before the Committee a memorandum giving the duties and responsibilities of various posts, the qualifications required, method of recruitment etc. The Unions concerned filed their replies. The Committee heard all the parties and after deliberations made its report. After the Report the Unions raised disputes about alleged anomalies. At a meeting called by the Minister of Shipping on 28th March, 1962 at New Delhi the Minister emphasised that the said Committee's report being in the nature of an award, there could ordinarily be no room for reopening the issues settled by the Committee unless there was any practical difficulty in interpreting the Committee's decision on any particular issue. It was agreed, however, that all Heads of Ports should once again review the cases which the Unions pressed for reconsideration and submit their views to the Government and that on those cases on which there was no final agreement, the Government would try to reach a decision quickly and if there were a few cases on which the Government's decision were not acceptable to the Unions, arbitration or adjudication would be considered on merits. Pursuant to the above decision the Calcutta Port Shramik Union submitted a list of cases which were, in the opinion of the union, anomalies. In a number of cases the Calcutta Port—Trust Commissioners agreed to accommodate the workers' point of view. In regard to the remaining cases the Commissioners considered that there was no justification for altering the decisions of the Committee. The Port Trust Commissioners invite attention to the procedure adopted by the Committee which is referred to in paras. 16 and 17 of the Report. On the particular cases referred to by the Union the Port Trust—Commissioners submitted that the scales for the various posts have been fixed by the Committee after due consideration of the duties and responsibilities and there are no anomalies.

4. On the first day of hearing all the Unions who have raised disputes in regard to the various categories and the Port Trust Authorities of Bombay and Calcutta were generally heard on the general question as to what is meant by the term anomaly and what should be considered an anomaly, in the context of this Reference. Then the hearing on the demands raised by particular Unions started. The term anomaly is defined in Dictionaries as ‘irregularity’ or ‘deviation from rule’. It appears to me, generally speaking, that if it is found that in any of the wage scales prescribed inconsistency is detected, or deviation by mistake or accident from the principles laid down by the Government and those followed by the Committee in the fixation of wage scales for the various categories, then that may be considered as an anomaly and can be rectified. This however, is not an exhaustive definition of what may be considered an anomaly; it is possible to point out an anomaly on the particular facts and in the context of this Reference without its being necessary to give an artistic or very exact definition of ‘anomaly’.

5. It is necessary here to refer to what is stated in the Report of the Committee, above the procedure following by it. Therein it is stated,

“Between February and December 1960 the Committee held sittings at the different Ports and heard at length the case put forward by the Federations, Labour Unions, and Individual employees. There were 3 sessions

of the Committee at Calcutta, 2 at Cochin, and 1 each at the remaining Ports, including a prolonged session at Bombay Port. The Committee was in session at the different Ports for hearing of parties for an aggregate of 93 working days. During the hearings the parties tendered before the Committee 161 documents in support of their contentions, a list whereof is attached to the Report as Appendix 'F'..... As each category or group of categories came up for consideration, the Committee carefully examined the duties and responsibilities of the post and decided into which scale the particular category in the hierarchy of the Port could be appropriately fitted. In our deliberations we have always had in our mind the desirability of giving equal pay for equal duties and responsibilities in all the Ports, and our decisions are based on that—principle. If therefore a category in a particular Port has been given a different scale bearing the same designation in another Port, the difference in emoluments will be found to be due to differences between the two in matters of duties, responsibilities, and other relevant factors. The Committee—was moved by the principal consideration of doing justice to the extent prescribed by the Resolution, and in the process many a category has been upgraded. While it is true that in Bombay the scales are to some extent higher as to some categories than in other Ports our decisions have, in our opinion, resulted to a considerable extent in a fair rationalisation of the pay structure of all the Ports in terms of the Resolution.

The Committee's approach was by no means narrow or limited. It roved over scales of similar categories in the Railways, in the P.W.D., in the Navy, and in the Report of the Second Pay Commission and in every other available source of material, in order to discover the correct scale applicable to a category. The arguments raised by Labour at the open hearings and the documents filed by them were carefully considered by the Committee in session.

While for the majority of the decisions the scales as appearing in the Schedule to the Government Resolution have been found appropriate, there have been cases where the Committee has broken up longer scales into shorter ones in order to give effect to the object for which the Committee was appointed. In some—deserving cases the Committee fixed a higher starting pay in the prescribed scale, and the Committee has also fixed scales going beyond the indicated maximum in appropriate cases as is permissible under the Resolution. In a few cases the Committee adopted scales prevailing in Government Departments but not shown in the Schedule to the Resolution."

Reference may also be made to paragraph 55 of the Report in which it is stated:

"This is the first occasion on which the wage structure of the Major Ports of India has been investigated on a broad and rationalised basis. This is also the first occasion on which representatives of the Ports and representatives of Labour have sat in conclave to decide the questions at issue. It is also the first occasion where it has been provided that the recommendations of the Committee would be final and binding on the Port Authorities as well as on Labour."

6. It is also necessary to bear in mind the safeguard provided by Government and which is referred to in paragraph 46 of the Report. It is as follows:

"The Government of India has decided that if in any case the scale prevailing prior to the revision is higher than the one fixed by the Committee, the higher scale shall continue to apply, *vide*—paragraph 7(iv) of the Government Resolution dated the 20th July, 1958. Thus there will be no reduction in the existing scale of any post even for future incumbents. Where any scale has been prescribed by an Award of a Tribunal, the employees concerned will be entitled to continue in that scale, if they so desire, so long as the Award remains in force."

7. It is to be noted that in the classification of so many categories it could not be expected that the Committee should give reasons for prescribing various scales for the different categories. But it is quite evident that the report was submitted after giving all the parties a full hearing. This reference cannot be treated as an appeal from the decisions of the Committee. At the hearing it was agreed by the

Port Trust and the representatives of the Unions which argued this case that the decision whether there is any anomaly or not will have to be decided on the basis of the evidence and material placed before the Committee and not on the basis of any new evidence. As stated above the Committee did not and could not give reasons for prescribing scales for the innumerable categories in the different Ports. This, however, means that all the considerations which weighed with this very representative Committee in fixing the wage scales for each category are not before me. It has also to be borne in mind that the Committee was appointed in pursuance of an agreement between the Port authorities and the Unions concerned that the decisions of the Committee would be considered as final. There must be some end to litigation in industrial matters. In all these circumstances I do not think I should give reasons, when I find no anomaly, particularly when the reasons which influenced the Committee in its various decisions are not before me. Care has also to be taken that in purporting to rectify an anomaly, a further anomaly is not created, for if such a thing happens there will be more trouble than what happened after the Report of the Committee. I shall illustrate this point by an example. The Union has stated that the scale fixed by the Committee for greasers and winchmen viz. Rs. 50—2—60 is inadequate because their responsibilities are higher than the fireman for whom the grade fixed is Rs. 40—1—50—2—60. The scale for the greaser and winchman before the Committee Report was Rs. 36—1—41. The Committee has therefore increased substantially the wage scales of the greaser and winchman. The grade of the Fireman which used to be Rs. 34—1—39 has been improved by the Committee to Rs. 40—1—50—2—60 and the post has been designated 'Fireman Grade I'. In Bombay the grade prescribed for the winchman and greaser is the same as in Calcutta viz. 50—2—60, while the grade of the fireman in the Engineering Department is Rs. 35—1—50. It seems to me that if in the grade prescribed by the Committee for the greaser and winchman as compared with fireman there is an anomaly, the anomaly is that the grade for the fireman should have been lower than the grade prescribed. There is therefore no good reason for rectifying the alleged anomaly by giving a further increase in the wage scale prescribed for greaser and winchman whose wage scale was substantially increased by the Committee. Any alteration in the grade prescribed would lead to an anomaly in the other ports where the wage prescribed for the greaser and winchman in Rs. 50—2—60 and there has been no grievance or complaint regarding this wage scale in the other ports. I have before me the statements of duties and responsibilities of the various categories as submitted by the Port Trusts and the Unions concerned as well as minutes of the oral arguments addressed to the Committee containing the submissions of both sides as to the duties and responsibilities of various categories and the appropriate scales which should be fixed. If I am satisfied that there is an anomaly I propose to give my reasons. Having carefully considered the submissions and evidence in the case I have come to the conclusion that there are anomalies only in the following cases which should be rectified.

8. The grade fixed by the Committee for Khitmatgar (other vessels), officers' servant (other vessels), servant (other vessels), and servant and tiffin boy (other vessels) is Rs. 30—1—35. The minimum and maximum as they existed before the Committee Report were higher. The duties of these categories are described as serving food to officers, look after officers' cabins, clothes, etc. The grade fixed for these categories is the same as for the masalchi whose duties are to assist in washing and clearing—dishes. This is an obvious anomaly, and the scale prescribed for these categories is lower than that for persons having similar duties in other ports. These persons cannot be treated as the lowest category of mazdoors or servants. I revise the grades of the above mentioned four categories, viz.

Khitmatgar (other vessels)

Officers' servant (other vessels)

Servant (other vessels)

Servant & tiffin boy (other vessels)

to Rs. 30—1—40 with a direction that they should start on Rs. 35. The grade fixed by the Committee for Saloon Boy (Pilot Vessel) and the Mess Boy (Pilot Vessel) is Rs. 30—1—40. The duties of these persons are to serve food to officers on vessels. For the same reasons as given above I direct that the grade of the Mess Boy (Pilot Vessels) and the Saloon Boy (Pilot Vessels) should be revised to Rs. 30—1—40 with a starting wage of Rs. 35.

Gas Lascar.—The scales fixed for Gas Lascars are two viz. Rs. 30—1—40—EB—1—50 and Rs. 40—1—50. Before these scales were fixed by the Committee there was only one scale of Rs. 35—1—50. The Committee has re-designated the post of Gas Lascar on the higher side as Busy Light Attendant and fixed for that category the scale of Rs. 60—5/2—75. The Union points out that the posts of Gas

Lascars are filled by promotion of Lascars of the despatch vessels for whom the scale of Rs. 40—1—50 has been prescribed. From the exhibits filed before the Committee by the Port authorities it is seen that the duties of Gas Lascars are to attend to the lighting of Gas Buisys on the river and that appointments are made by promotions from despatch vessels lascars. Since the scale for despatch vessel lascars is fixed by the Committee is Rs. 40—1—50 the fixation of a lower grade for the Gas Lascars seems to me to be an anomaly and I direct that the grade for all Gas lascars should be Rs. 40—1—50

Telephone Peon, Hooghly Point

According to the Union this Telephone peon for whom the grade of Rs. 40—2—60 has been fixed has to do the same work as the Junior clerk or literate jamadars (in the Health Section) of the Calcutta Port Trust for whom the higher scale of Rs. 60 rising to Rs. 85 has been fixed. The Port Trust Commissioners have denied that this incumbent has to do the same duties as Junior clerk or literate Jamadar. They say that his duties are—comparable to those of a telephone lascar. The scale fixed for the telephone lascar is Rs. 40—2—60. The minutes on page 226 of the evidence recorded in Calcutta by the Committee the Telephone peon, Hooghly Point stated before the Committee that his work was not that of an ordinary peon. He produced a log book maintained by him in English giving details of the movements of ships and other staff. He produced another book giving index notes written by him. He was required to transmit survey messages on the telephone to the River Surveyor's office. Having taken into consideration his duties it appears to me that his work is of a higher category than the ordinary telephone lascar. I direct that his grade be revised to Rs. 50—2—60—5/2—75.

Sub-Gunner:

The scale fixed by the Committee for the Sub-Gunner is Rs. 50—2—60. In the statement filed before the Committee by the Port authorities it was stated,

"He assists the Shunter Gunner in Shunting Operations. Checks, seals, labels, rivets etc. of loaded wagons. Shunts out wagons to form or break a train and does other miscellaneous jobs in connection with shunting operations as directed by the Shunter Gunner"

According to the statement before the Committee by the Union he works as Gunner in the absence of the Gunner. The Union has stated that the scale prescribed for the Coupling Porter is Rs. 40—1—50—2—60, so the scale for the Sub-Gunner whose work is obviously of a higher order is low and anomalous. In the minutes of proceedings of the Committee at Vol. I it is stated,

"At the outset, Shri Eastment stated that on each locomotive the working unit comprised one Gunner, one Sub-Gunner and two Coupling Porters, in addition to its Driver and Fireman. Shri Bhattacharjee pointed out that the Sub-Gunner, besides assisting the Shunter Gunner in shunting operations, was required to check seals, rivets, etc. of loaded wagons. As he was required to move with the train the Sub-Gunner had great responsibility. The Sub-Gunner had also to pass a test after one year's training from the Dock Training School of the Port Commissioners. In spite of this Shri Bhattacharjee added, the Port Commissioners had classified the category of Sub-Gunner as Class IV literate staff. The Federation was, therefore, justified in asking for a scale of Rs. 60—170 for the Sub-Gunner.

On a query by the Chairman, Shri Varma, the Transportation Superintendent, stated that the complement of the comparable staff on the main line railway was 1 Shunting Jamadar and 2 Shunting Porters.

Shri Kuldip Singh drew the Committee's attention to the fact that the Port Commissioners having abolished the posts of Point-setter, the Sub-Gunner was—required to also set points and move with the train.

Shri Kale pointed out that the description of the work, given in the duty schedule to the Ports to be done by the Gunner and the Sub-Gunner suggested over-lapping of duties and desired explanation on the point from the Transportation Superintendent. Shri Varma explained that on a Shunting Engine, the Driver and the Fireman were concerned with its locomotion and the shunting staff comprising a Gunner, a Sub-Gunner and coupling porters had to accompany the engine. At the place of shunting operations, the Gunner would be on one side of the engine and the Sub-gunner on the other, while the porters would do the work of coupling and uncoupling."

At vol. 3 page 224 of the proceedings it is stated,

"As regards the Sub-Gunner, Shri Kurmi stated that he assisted the Shunter Gunner and his responsibility was nearly half that of the Shunter Gunner. He attended to all the points and the work was equally responsible. In the Cargo Section of the Traffic Department, the Assistant Gunner was in the scale of Rs. 50—92 as against the Railway Sub-Gunner's pay of Rs. 40—55. The Cargo—Gundal of the Traffic Section also got higher pay. Taking into consideration the higher responsibility of the Sub-Gunner as compared with that of the Assistant Gunner on the Cargo Side, Shri Kurmi desired that the post should be fixed in the scale of Rs. 75—170."

The duty of a Sub-Gunner is much more responsible than that of coupling porters for whom the scale prescribed is Rs. 40—1—50—2—60. Only senior coupling porters with experience and skill would be promoted as Gunners, and in my opinion the same maximum for the Sub-Gunner is an anomaly. I revise the scale to Rs. 50—2—60—5/2—75.

Duftry:

The scale prescribed by the Committee for the Duftry in all Departments is Rs. 35—1—50. The Union has stated that the Duftry has to operate duplicating machine, maintain records and registers, and their work is of a higher order than Record Suppliers for whom the Committee has prescribed the scale of Rs. 40—1—50—2—60. On reading the duties of the Duftries in the various departments, as put before the Committee by the port authorities it is seen that the duties in all departments are not identical. In the Deputy Conservator's department they are normally matriculates. In some departments they are promoted from Record Suppliers or head peons. It seems anomalous that where the promotion for the post in some departments is from Record Suppliers, that the grade for Duftry should be lower. I revise the grade of Duftry to Rs. 40—1—50—2—60. The post should be designated as Record Peon. This is desirable for otherwise there would be an anomaly in other ports, where the Record peon is given the scale of Rs. 40—1—50—2—80 while the Duftry is given the scale of Rs. 35—1—50.

9. In respect of other categories I am not satisfied that there is any anomaly. The demands in respect of these categories are rejected.

10. I direct that the revised grades shall come into effect on the same date on which the scales prescribed by the Committee came into effect viz. 1st October 1957, and the workmen concerned should be fitted into revised grades from that date in the manner set out in paragraph 45 of the Report of the Committee. Arrears payable, if any, should be paid within 2 months of the date on which this Award become enforceable.

Sd./- M. R. MEHER,

Industrial Tribunal

Bombay: 21st March 1964.

[No. 28/54/63/LR. IV.]

New Delhi, the 10th April 1964

S.O. 1348.—In exercise of the powers conferred by section 87 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the Government Opium and Alkaloid Works, Ghazipur, from all the provisions of the said Act, except Chapter VA, for a period of six months subject to the following conditions, namely:—

- (i) The casual workers shall be brought on to regular establishment within the period aforesaid.
- (ii) The number of seasonal workers shall be reduced as far as possible and shall not in any case exceed their present number of one hundred at a time.

[No. F. 6(15)/64-HI.]

S.O. 1349.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the location of the factories in sparse areas in the State of Gujarat, hereby exempts the factories situate in the areas mentioned in the Schedule below from the payment of the employers' special contribution leviable under Chapter

VA of the said Act until the enforcement of the provisions of Chapter V of that Act in those areas.

SCHEDULE :

Sl. No.	Name of District	Name of the area.	Name of the factory.
1	2	3	4
1.	Ahmedabad	Vatwa	1. Doshi Prekh Industries Pvt. Ltd. 2. Shri Ambica Tubes Ltd.
2.	Baroda	Chhota-Udepur Sakerda	Anand Minerals. Universal Dycstuff Industries Ltd
3.	Bhavnagar	Vartej	Shri Khodiar Metal Works.
4.	Junagadh.	Adityana	Porbandar Industrial Works.
5.	Kaira	Mogar Ambav Vasad	Shree Mahalaxmi Lime Works. Shree Bhagyodaya Quarry Works. Raymon Glues & Chemicals.
6.	Panchmahals	Udalpur	Shree Ranchhodrai Quarry Works.
7.	Surat	Chalthan	Vashi Commercial Corporation Pvt. Ltd.

[No. F. 6(16)/64-HI.]

S.O. 1350.—In pursuance of section 17 of the Industrial Disputes Act, 1947, the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to the Bombay Port Trust, Bombay and their workmen which was received by the Central Government on the 2nd April, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT BOMBAY.

REFERENCE No. C.G.I.T. 11 of 1963.

Employers in relation to the Bombay Port Trust, Bombay
AND

Their Workmen.

PRESENT: Shri Salim M. Merchant Presiding Officer.

APPEARANCES:

For the employers.—Shri S. D. Nariman, and later Shri M.R.S. Captain, Legal Adviser, with A. K. Shetty Deputy Legal Adviser.

For the Workmen.—For the B.P.T. General Workers' Union: Shri S. Maitra, General Secretary.

For the B.P.T. Employees Union.—Dr. Shanti Patel, M.B.B.S., General Secretary with Shri S.R.K. Shetye, Assistant Secretary.

STATE: Maharashtra.

INDUSTRY: Major Docks and Ports.

Dated at Bombay, the 30th March, 1964

AWARD.

The Central Government by the Ministry of Labour and Employment's Order No. 28/5/63/LRIV, dated 15th March, 1963, made upon a joint application of the Bombay Port Trust and the Bombay Port Trust General Workers Union, was pleased, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947, (XIV of 1947), to refer the industrial dispute between the parties above named in respect of the following subject matters specified in the said order to me for adjudication:

"Whether the non-scheduled staff of the Oil Pipe Line Section employed at the Marine Oil Terminal at Butcher Island and at the Trombay Manifold should have joint seniority or separate seniority and if the former,

whether they should be rotated between Butcher Island and Trombay Manifold."

2. After the Bombay Port Trust, the Bombay Port Trust General Workers' Union and the Bombay Port Employees' Union had filed their respective written statements, this reference was taken up for hearing along with a later Reference No. C.G.I.T. 46, of 1963, and at the adjourned hearing of this dispute on 26th March, 1963, upon Shri M.R.S. Captain, the Legal Adviser for the Bombay Port Trust, stating that the present position is that the non-scheduled staff of the Oil Pipe Line Section employed at the Marine Oil Terminal at Butcher Island and at the Trombay Manifold enjoy joint seniority in the matter of promotion, without any rotation, Shri S. Moitra, General Secretary, Bombay Port Trust General Workers Union stated that he do not want to press this reference and prayed to be allowed to withdraw it. Dr. Shanti Patel, General Secretary of the Bombay Port Trust Employees' Union, thereupon stated that he had no objection to this reference being withdrawn without prejudice to all his rights and contentions and submissions in the industrial dispute in reference No. C.G.I.T. 46 of 1963, pending of before this Tribunal which was referred for adjudication to this Tribunal by the Ministry of Labour and Employment's Order No. 28/76/63, LRIV, dated 23rd October, 1963.

3. In the circumstances, I allow Shri Moitra to withdraw this reference, without prejudice to the rights and contentions of all parties in the industrial dispute reference No. C.G.I.T. 46 of 1963, pending before this Tribunal. In the result this reference is disposed of as withdrawn.

No order as to costs.

Sd./- SALIM M. MERCHANT,
Presiding Officer.
[No. 28/5/63/LR. IV.]

ORDER

New Delhi, the 7th April 1964

S.O. 1351.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the First National City Bank of New York and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Bombay constituted under section 7A of the said Act.

SCHEDULE

Whether having regard to the directions contained in the award dated the 21st July, 1962 of the National Industrial Tribunal (Bank Disputes), Bombay published with the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 2603, dated the 7th August, 1962, the management of the First National City Bank of New York was justified in declaring bonus for 1962 at the rate of 10 per cent of the annual basic earnings in case of the workmen of the Bank? If not, to what quantum of bonus are the workmen entitled?

[No. 51(21)/64-LRIV.]

O. P. TALWAR, Under Secy.

New Delhi, the 6th April 1964

S.O. 1352.—In pursuance of section 17, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Toposi Colliery, Post Office Toposi, District Burdwan and their workmen which was received by the Central Government on the 31st March, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE No. 2 of 1964

PARTIES:

Employers in relation to Toposi Colliery.

AND

Their workmen.

PRESENT:

Shri L. P. Dave —*Presiding Officer*.

APPEARANCES:

On behalf of Employers.—Shri Monoranjan Basu, Advocate.*On behalf of Workmen.*—Shri Patit Paban Pathak.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/32/63-LRII, dated 21st January, 1964, have referred the industrial dispute existing between the employers in relation to the Toposi Colliery and their workmen in respect of the following matters, for adjudication to this Tribunal:—

1. Whether the management of Toposi Colliery was not justified in treating Sarvashri Kuchra Bowri, Sudhir Bowri, Jamini Bowri, Atual Bowri and Gora Bowri, Smithy workmen, as fresh employees from the respective dates on which their names were brought on the muster rolls of the colliery? If so, what is the correct date of commencement of service in respect of each of them?
2. Whether the management of Toposi Colliery was justified in laying off Sarvashri Kuchra Bowri, Sudhir Bowri, Jamini Bowri, Atual Bowri and Gora Bowri, Smithy workmen, with effect from 9th September, 1963? If not, to what relief is each of them entitled?

2. In response to notices issued by this Tribunal, both parties filed written statements. The matter was then fixed for hearing to-day. At the hearing, after some discussion, the parties entered into a compromise and produced a memorandum of settlement, copy of which is appended herewith.

3. It appears that the five workmen concerned in this dispute were originally employed by a contractor working in the colliery. Later on, they have been absorbed as the direct employees of the management and the first dispute between them was regarding the date on which they should be treated to be employees of the management. The second dispute is regarding their being laid off for some days from 9th September, 1963. They claim lay off compensation. The management however refused to pay any compensation on the ground that none of these workmen had completed either one year's service or 240 days' actual work.

4. Under the terms of the compromise, the workmen concerned are to be treated as direct employees of the management from the date on which they were taken over by the management. In the case of two of the workmen, the date is 1st January, 1963; in the case of a third, it is 10th August, 1963, and in the case of the other two, the date will be fixed after verification of the colliery records. Regarding lay off compensation, the management have agreed to pay a lump sum of Rs. 125 (One hundred twenty-five) in respect of the 5 workmen. It appears that none of the workmen have completed one year's service or 240 days actual work at the time of lay off and they could not have legally claimed any lay off compensation. But, under the terms of compromise, a lump sum is to be paid to them. They are also to be treated as having been taken in the direct employment of the management from the date on which they were actually taken over as such. In my opinion, the compromise is fair and reasonable and I accept it.

I therefore pass an award in terms of compromise.

Sd./- L. P. DAVE,
Presiding Officer.

DATED,
26th March. 1964.

BEFORE SHRI L. P. DAVE, JUDGE,

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL.

In the matter of an industrial dispute between Messrs Toposi Colliery and Their workmen.

(Being Reference No. 2 of 1964).

The parties to the dispute most respectfully sheweth:

1. That the parties have been able to settle their disputes and difference amicably out of court.
2. That the parties agree that the purpose of calculating period of service for the workmen concerned the respective date of their joining directly with the company will be taken into account. For Kutchra Bowri and Sudhir Bowri, it will be from 1st January, 1963, for Gora Bowri it will be 10th August, 1963. For the other two management contends it will be from 11th July, 1963. All the relevant records not being present in the court, Shri Chatterjee the Vice-President of the Union will examine company's record at the colliery and satisfy himself. If it is from 11th July, 1963, he will accept the same. If it is from before, the management will accept the same.
3. That about the lay off compensation, the management without prejudice will make a lump sum payment of Rs. 125 (Rupees One hundred and twentyfive) only to the Vice-President of the Union who on his turn will distribute the same equitably amongst the workmen concerned in full and final settlement of the dispute under reference.
4. That this agreement settles both the issues covered under the reference.
5. The payment indicated in clause 3 above will be made by 10th April, 1964.
6. The parties will bear their own costs.

In the circumstances, the parties pray that an award may be made in terms as above.

And for this act of kindness, the parties as in duty bound shall ever pray.

Sd./- P. R. GHOSE,
Manager,

Toposi Colliery,
26-3-1964.

Sd./- M. R. BASU,

Advocate.
26-3-1964.

Sd./- ROBIN CHATTERJEE,
Vice-President.

Sd./- PATIT PABAN PATHAK,
for Colliery Mazdur Sabha.
26-3-64

[No. 6/32/63-LR.11.]

New Delhi, the 9th April 1964

S.O. 1353.--In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay, in the matter of an application under section 33A of the said Act, from Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh, Post Office Nowrozabad which was received by the Central Government on the 2nd April, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT
BOMBAY

APPLICATION No. C.G.I.T. 8 of 1964

(arising out of Ref. No. CGIT 43, of 1962, and Ref. No. CGIT 19 of 1963).

Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad.

Vs.

The Manager,
Nowrozabad Colliery, P.O. Nowrozabad.

PRESENT:

Shri Salim M. Merchant,
Presiding Officer.

APPEARANCES:

For the applicant.—Shri K. B. Chougule in person.

For the Opposite Party.—Shri P. P. Khambatta, Advocate (o.s.) with Shri G.L. Goyil, and Shri M. S. Kappor, Labour Relations Officers of Nowrozabad Colliery of M/s. Associated Cement Companies Limited.

INDUSTRY: Coal.

STATE: Madhya Pradesh.

Dated at Bombay, the 28th March 1964

AWARD

This application purporting to be under Section 33A of the Industrial Disputes Act, 1947 (XIV of 1947). is dated 2nd November, 1963, and has been filed by Shri K. B. Chougule, General Secretary, Nowrozabad Colliery Mazdoor Sangh, P.O. Nowrozabad, District Shandol, Madhya Pradesh. The complaint is that during the pendency of two industrial disputes before this Tribunal, i.e.,—Reference No. CGIT 43 of 1962, and Reference No. CGIT 19 of 1963,—the Opposite Party had in contravention of the provisions of the Section 33 of the Industrial Disputes Act, reduced the employment of the badli workers employed in its Nowrozabad Colliery who are the workmen concerned in Ref. Nos. CGIT 43 of 1963 and 43 of 1962, without applying for the permission or approval of the Tribunal which was necessary as required by Section 33 of the Industrial Disputes Act. The Complaint appears to be that formerly the badli workers were getting employment for 4 to 5 days in a week or 16 to 20 days and even more, in the month, and that the Company *malafide* reduced their employment to a day or two in a week, merely to show that they were not completely stopped from work. It is against this alleged charge that this complaint has been directed.

2. As I had doubts regarding the maintainability of the application, in the form in which it was presented. I issued notice on the applicant to show cause how the application was maintainable, and after hearing the submissions of Shri K. B. Chougule, the applicant, I directed the application to be taken on file and issued notice upon the opposite party for its written statement. The opposite Party in its written statement dated 18th November, 1963, has *inter-alia* raised preliminary legal objections as to the maintainability of the application and I heard Shri P. P. Khambatta, the learned Advocate for the Company in support of the Company's preliminary objections at the hearing at Bombay on 24th March, 1964.

3. Briefly stated the objections urged are as follows:

- (i) that there is no indication of the identity of the "about 300 in number" of badli workers, none of whom has been mentioned by name;
- (ii) that the application is not with regard to an ascertained number of applicant workmen;
- (iii) that an application under Section 33A of the Industrial Disputes Act, can only be made by the aggrieved workman and the section gives no independent right to make a complaint much less a collective complaint like this;
- (iv) no authority in favour of Shri K. B. Chougule, by any one of these "about 300 badli workers" has been filed.

Shri Chougule has referred to Form (I) and Rule 59 of the Industrial Disputes (Central) Rules, 1957, which indicate that a complaint under Section 33A can be filed by more than one workman. There is no doubt that there is a provision in the Rules for a plurality of petitioners as also opposite parties in an application under Section 33A, Rule 59 of the Central Rules is as follows:

"Complaints regarding change of conditions of service, etc. (1) Every complaint under section 33A of the Act, shall be presented and triplicate in Form T and shall be accompanied by as many copies of the complaint as there are opposite parties to the complaint.

(2) Every complaint under sub-rule (1) shall be verified at the foot by the workmen making it or by some other person proved to the satisfaction of the Labour Court, Tribunal or National Tribunal to be acquainted with the facts of the case.

- (3) The person verifying shall specify, by reference to the numbered paragraphs of the complaint, what he verifies of his own knowledge and what he verifies upon information received and believed to be true.
- (4) The verification shall be signed by the person making and it shall state the date on which and the place at which it was signed."

But, what Rule 59 clauses 2, 3 and 4 provide for is with regard to the person who can make the verification at the foot of the complaint and the rule is that the application may be verified by any person acquainted with the facts of the case. It does not mean that the rule does not require that the names of the workmen on whose behalf the complaint is filed should not be mentioned. Shri Chougule has explained that as the number of badli workers employed by the Company at any one time is uncertain, he was, therefore, not in a position to give their exact number. Section 33A of the Act is as follows:

"33A. Where an employer contravenes the provisions of section 23 during the pendency of proceedings as before a (Labour Court Tribunal or National Tribunal), any employed aggrieved by such contravention, may make a complaint in writing, in the prescribed manner to such (Labour Court, Tribunal or National Tribunal) and on receipt of such complaint that (Labour Court, Tribunal or National Tribunal), shall adjudicate upon complaint as if it were a dispute referred to or pending before, it, in accordance with the provisions of this Act and shall submit its award to the appropriate Government and the provisions of this Act shall apply accordingly."

Now from a plain reading of the Section it is quite clear that the Section provides for a complaint to be made by any employee aggrieved by the contravention of Section 33 by the employer. It may be that in certain circumstances a Union Secretary may be authorised by workman/workmen to file a complaint under Section 33A on his or their behalf. But here as rightly pointed out by Shri Khambatta, not only have the names of the aggrieved workmen not been stated but no authority has been stated in the application as having been given to Shri Chougule by the aggrieved workmen to file this complaint nor has any authority been produced by Shri Chougule at the hearing, though in para 12 of the application he had stated that the details of the names of the badli workers and other connected matters would be submitted by the applicant at the time of the hearing, as also the authority given to the applicant by the concerned workmen.

In the absence of any such authority and in the absence of names of aggrieved workmen, and the un-certainty in the number of the aggrieved workmen, this application must be held to be defective and not maintainable under Section 33A of the Act.

I, therefore allow the preliminary objection urged by the opposite party and dismiss this application as not maintainable under Section 33A, of the Indian Disputes Act, 1947, (Act XIV of 1947).

No order as to costs.

New Delhi, the 10th April, 1964.

Sd./- SALIM M MERCHANT,
Presiding Officer.
[No. 1/8/63-LRII.]

S.O. 1354.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between Shri Basdeo Ram Chawan, ex-contractor, Loyabad Colliery and his workmen, which was received by the Central Government on the 7th April 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Reference Under Section 10(1)(d) of the
Industrial Disputes Act, 1947 (XIV of 47)

REFERENCE No. 85 OF 1963.

PARTIES:

Employers in relation to the Loyabad (South) Colliery, namely, Shri Basdeo Ram Chawan, Ex-Contractor Loyabad Colliery

AND

Their workmen.

PRESENT ·

Sri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employer—Ex-Contractor:—NONE.

Shri S. S. Mukherjee, Advocate for Burrakur Coal Co., Ltd.

For the Workmen:

Sri Lalit Burman, General Secretary, Bihar Koyla Mazdoor Sabha.

STATE: Bihar

INDUSTRY: Coal.

Dhanbad, dated the 19th March 1964

AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 2/109/62-LR. II, dated the 21st October, 1963 referred an industrial dispute existing between Shri Basdeo Ram Chawan, Ex-Contractor, Loyabad Colliery, hereinafter referred to as the 'Contractor', and his workmen, under Section 10(1)(d) of the Industrial Disputes Act, 1947 to this Tribunal for adjudication, in respect of the matter specified below:

"Whether the idleness imposed on the following seventeen *hazri kamins* by the Contractor with effect from the 30th July, 1962, was justified. If not, to what relief are the workmen entitled?"

1. Sairum Jolahin.
2. Nagia Bhuini
3. Ajhalowa Pashin
4. Bhatni Pashin
5. Safidan Jolahin
6. Anarwa Pashin
7. Gangia Dusadhin
8. Lacchmania Pashin
9. Janakowa Dusadhin
10. Kabutarla Dusadhin
11. Rajni Jolahin
12. Gouri Bhuiya
13. Marni Kamin
14. Munarwa Bhuini
15. Basowa Thakurain
16. Bhaswa Mahatain
17. Kablasia Dusadin".

2. On 2nd December, 1963 a petition was filed by Sri Lalit Burman, Secretary, Koyla Mazdoor Sabha, on behalf of all the seventeen concerned workmen, stating that Messrs. Burrakur Coal Co. Ltd. was a necessary party to the dispute in adjudication and, therefore, it should be impleaded as party to this reference, although Burrakur Coal Co. Ltd. has not been mentioned as a party to the dispute in the order of reference to this Tribunal.

3. On this petition being filed, I directed on 2nd December, 1963 to issue notices to Burrakur Coal Co. Limited to show cause why the application of the Union for addition of party should not be allowed. On 3rd December, 1963 Sri S. S. Mukherjee, Advocate, appearing for Messrs. Burrakur Coal Co. Limited, wanted time to file show cause notice and accordingly the case was adjourned to 8th January, 1964. A show cause petition was filed on behalf of the Burrakur Coal Co. Limited in which it was mentioned that the application of the Union was misconceived in as much as there was no relationship of employers and employees between Messrs. Burrakur Coal Company Limited and the concerned workmen of the Contractor.

4. The petition of addition of party, therefore, was taken up for final hearing today on 19th March, 1964 when Sri Mukherjee, Advocate, with Sarvasree S. S. Kapoor and J. L. Sinha, Group Personnel Officer, appeared on behalf of the Burrakur Coal Co. Ltd. and Sri Lalit Burman for the concerned workmen.

The Contractor, Sri Basdeo Ram Chawan, is not represented as it was stated on behalf of the workmen that he died on 30th September, 1962 before the Reference was made on 21st October, 1963.

5. It may be mentioned that the registered notice sent by the Tribunal to Shri Basdeo Ram Chawan was returned as refused and there also there is no indication about the death of Shri Basdeo Ram Chawan.

6. On the arguments of both parties, therefore, the only question for determination is whether the present reference is competent in view of the fact that at the time of the reference Sri Basdeo Ram Chawan, Ex-Contractor, one of the parties to the reference, was dead and as a matter of fact he died a year before. It cannot be disputed, and it has not been disputed by the contesting parties appearing before me, that a reference in respect of a dead person is infructuous as an award, if passed, against a dead person is a nullity and it cannot at all be implemented in such circumstances. The Contractor, late Sri Basdeo Ram Chawan, admittedly died on 30th September, 1962. It appears that the Ministry in ignorance of his death because no one informed the Ministry about it, the present reference was made on 21st October, 1963. In the reference, the dispute is alleged to exist between Shri Basdeo Ram Chawan, Ex-Contractor, and his workmen, who are 17 in number, and who are mentioned in the schedule to the order of reference. It was stated on behalf of the workmen that a letter was sent on their behalf on 7th December, 1963 to the Ministry informing about the death of the Ex-Contractor but even this letter was sent long after the present reference was made and that is the reason why no action was taken on that petition and no reply was sent by the Ministry as alleged by the workmen.

7. For these reasons, I hold that the present reference is bad in law and is incompetent, in that, no effective award can be passed either for or against a dead person and, accordingly, the reference is disposed of.

Sd/- RAJ KISHORE PRASAD,
Presiding Officer,

DHANBAD,

Dated the 19th March, 1964.

Central Govt. Industrial Tribunal, Dhanbad.
[No. 2/109/62-LR. II.]

S.O. 1355.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the Russa Colliery and their workmen which was received by the Central Government on the 5th April, 1964.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 20 OF 1963.

PARTIES:

Employers in relation to the Russa Colliery, Post Office—Russa, Dt. Birbhum

AND

Their workmen.

PRESENT:

Shri L. P. Dave

Presiding Officer.

APPEARANCES:

On behalf of Employers: Shri P. R. Mukherjee, Director.

On behalf of Workmen: Shri Keshab Bannerjee.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

The Government of India, Ministry of Labour and Employment, by their order No. 6/31/63-LR-II, dated 9th December, 1963, have referred the industrial dispute existing between the employers in relation to the Russa Colliery and their workmen in respect of the following matters for adjudication to this Tribunal. The matters referred for adjudication are:

1. Whether the dismissal from service of the Miners—

1. Shri Athith Dome

2. Shri Sathadal Dome
3. Shri Sudan Muchi, and
4. Shri Dorai Shk.

by the management of Russa Colliery was unjustified?

2. If so, to what relief are the workmen entitled?

2. When the matter came up for hearing before me to-day, the parties stated that they had amicably settled the matter amongst themselves and produced a joint memorandum of settlement, a copy of which is appended herewith.

3. The dispute relates to the dismissal of 4 workmen. Under the terms of compromise, the management have agreed to re-instate them in their former posts. The period of non-employment is to be treated as leave without pay i.e., continuity of service is to be maintained. In addition, the employers have agreed to pay a sum of Rs. 250/- (Two hundred and fifty) to each of the workmen as a gesture of good will. In my opinion the compromise is fair and reasonable and I record it.

I therefore pass an award in terms of compromise.

Sd/- L. P. DAVE,
Presiding Officer.

Dated, 3rd April 1964.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA**

REFERENCE No. 20 OF 1963

In the matter of an industrial dispute

BETWEEN

Messrs Russa Colliery

AND

Their workmen represented by Colliery Mazdur Union, Asansol.

Joint petition of Messrs Russa Colliery and the above Union most respectfully sheweth:

- (1) that the above industrial dispute is amicably, fully and finally settled to promote industrial peace on the following terms:
 - (a) that the four workmen Sarvashree (i) Athith Dome, (ii) Sathadal Dome, (iii) Sudan Muchi and (iv) Dorai Shk. will be reinstated in their former posts with immediate effect and that they are allowed 7 days' time to join the work.
 - (b) that the period of non-employment be treated as leave without pay and that the continuity of service will be maintained.
 - (c) that the company as a gesture of good will shall pay each of the above four workmen a compassionate sum of Rs. 250/- (Two hundred and fifty) each within 15 days from this date.
 - (d) that the parties will bear their own costs.

That the Tribunal may be pleased to pass an Award in the above terms and this compromise petition will form a part of the Award.

Sd./- Illegible
for Colliery Mazdur Union.

3-4-64

Sd./- Illegible
for Messrs Russa Colliery.

3-4-64.

[No. 6/31/63-LR-II.]

S.O. 1356.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Parbelia Colliery of Messrs Bengal Coal Company Limited, Post Office Dishergarh, and their workmen, which was received by the Central Government on the 7th April, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 1947).

REFERENCE No. 46 of 1962

PARTIES:

Employers in relation to the Parbelia Colliery of Messrs. Bengal Coal Company Limited, Post Office Dishergarh

AND

Their workmen.

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers: Sarvashree D. Narsingh, Advocate, and B. P. Kabi, Security Officer, and U. R. Paul, Labour Relations Officer.

For the Workmen: Sri Keshab Banerjee, General Secretary, Colliery Mazdoor Union.

STATE: West Bengal.

INDUSTRY: Coal.

Dhanbad, dated the 26th March, 1964

AWARD

Ministry of Labour & Employment, Government of India, by its Order No. 6/9/62-LR.II, dated the 22nd November, 1962, referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Parbelia Colliery of Messrs Bengal Coal Company Limited and their workmen to this Tribunal for adjudication in respect of the matter specified below:—

“Whether the dismissal with retrospective effect of Sarvashree Nimchand Keot, Kedar Gope and Marachu Das, ordered by the Management of the Parbelia Colliery is lawful. If not to what relief are the workmen entitled.”

2. Today when the case was taken up, both the parties filed a joint petition of compromise incorporating the terms of agreement in respect of the three workmen concerned, signed by Sri Keshab Banerjee, General Secretary, Colliery Mazdoor Union, for workmen and by Sarvashree D. Narsingh, Advocate, B. P. Kabi, Security Officer and U. R. Paul, Labour Relations Officer, on behalf of the employers, and, prayed that an award in terms of the said compromise be made.

3. I have read the terms of compromise and I am satisfied that they are fair and reasonable and in the interest of all the three workmen concerned. The reference is, therefore, disposed of in terms of the compromise petition, dated 26th March 1964 which is marked Annexure ‘A’ and an award in terms thereof is passed and the said compromise is made part of it.

4. This is the award which I make and submit to the Government of India under Section 15 of the Industrial Disputes Act, 1947.

Sd./- RAJ KISHORE PRASAD,

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

DHANBAD;

The 26th March, 1964.

ANNEXURE “A”

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
DHANBAD

REFERENCE No. 46 of 1962

Employers in relation to Parbelia Colliery

AND

Their workmen.

The parties aforesaid most respectfully beg to submit as under:—

1. That the above matter has been amicably settled between the parties on the following terms:—

A. Shri Nemchand Keot

- (i) Shri Nemchand Keot the first workman named in the order of reference shall be paid by the management as *ex-gratia* payment, the sum of Rs. 200/- (Rupees two hundred only) in full and final settlement of all his claims under the present reference.
- (ii) Shri Nemchand Keot will also be paid all his dues earned by him till the final date of his dismissal besides the *ex-gratia* payment mentioned in sub-para (i) above.
- (iii) Shri Nemchand Keot shall immediately vacate the colliery quarters, if any are at present occupied by him.
- (iv) the above payments shall be made within a fortnight from this date but after he vacates the colliery quarter as mentioned in sub-para (iii).
- (v) the workmen have no other claim on behalf of Shri Nemchand Keot arising out of this reference.

B. Shri Kedar Gope

- (a) Shri Kedar Gope, Second workman named in the order of reference shall be paid by the management Rs. 1,200/- (Rupees one thousand and two hundred only) as *ex-gratia* payment in full and final settlement of all his claims under the present reference.
- (b) Shri Gope will also be paid all his dues earned by him till the final date of his dismissal besides the *ex-gratia* payment mentioned in sub-para (a) above.
- (c) Shri Kedar Gope will vacate the colliery quarters now occupied by him within one month after the publication of the award in the present matter.
- (d) the payment referred to in sub-para (a) above shall be made on the date when Shri Gope hands over the vacant possession of the quarter as stated in sub-para (c) above.
- (e) the payments mentioned in sub-para (b) above shall be made within a week from to-day.
- (f) the workmen have no other claim on behalf of Shri Kedar Gope arising out of this reference.

C. Shri Marachu Das

- (a) Shri Marachu Das, the third and last workman mentioned in the order of reference shall be transferred to any other colliery under the same managing agency with continuity of service but without wages for the period intervening between his dismissal and resumption of work at the colliery to which he would be transferred as herein provided. He will enjoy the same privileges at the said colliery as he had been enjoying at the Parbellia colliery.
- (b) Shri Marachu Das will be served with the order of transfer within a fortnight from this date and he will report for duty accordingly within a week from receipt of the order.
- (c) The workmen leave to the discretion of the management the amount of money which it should pay to Shri Marachu Das by way of *ex-gratia* payment. This payment shall be made to Shri Marachu Das within a week from the date on which he joins work at the colliery where he would be transferred.
- (d) The workmen have no other claim against the management arising out of this reference in respect of Shri Marachu Das.

2. The workmen have no further claim against the management arising out of the present reference.

3. Parties shall bear their own costs of these proceedings.

4. It is respectfully prayed that this Honourable Tribunal may be graciously pleased to dispose of the present reference and give its award in terms aforesaid.

And for this, the parties shall, as in duty bound, ever pray.

Sd./- D. NARSINGH,
Advocate

AND

Sd./- KESHAB BANERJI,
General Secretary,
Colliery Mazdur Union,
for workmen,
26-3-1964.

Sd./- B. P. KABI,
Security Officer.

AND

Sd./- U. R. PAUL,
Labour Relations Officer,
for Employers,
(26-3-1964).

Before me,

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad

[No. 6/9/62-LR-II.]

S.O. 1357.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad in the industrial dispute between the employers in relation to the Bhulanbararee Colliery and their workmen which was received by the Central Government on the 7th April, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

REFERENCE No. 39 OF 1963.

PARTIES:

Employers in relation to the Bhulanbararee Colliery

AND

Their workmen.

PRESENT:

Sri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers: Sri J. N. P. Sahi, Group Labour Officer.

For the Workmen: Sri S. P. Shahi, Secretary, Colliery Mazdoor Sangh (Bhulanbararee Branch).

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 31st March, 1964

AWARD

Ministry of Labour and Employment, Government of India, by its Order No. 2/10/63-LRII dated the 18th May, 1963 referred to under Section 10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Bhulanbararee Colliery and their workmen for adjudication to this Tribunal, in respect of the matter specified below:

“Whether the dismissal of Sarvashri Ram Prasad Nunla, Banksman and Ram Niwas Pandey, Tub-Checker, by the management of the Bhulanbararee Colliery with effect from the 10th December, 1962, was justified. If not, to what relief are they entitled?”.

2. Today on 31st March 1964, a joint petition of compromise signed by the representatives of both the parties was presented before this Tribunal setting out the terms of agreement between them with a prayer to pass an award in terms thereof.

3. According to this compromise, the two workmen concerned have been reinstated and they have been given a fortnight's time from the date of the compromise to report for duty. It has further been agreed that the period from the date of dismissal, that is, 10th December 1962, to the date of joining will be treated as if the workmen were on leave without wages but this period will be counted for continuity of their service only.

4. I have read the terms of the compromise and in my opinion they are quite fair and reasonable in the interest of both parties and I therefore accept the same.

5. The reference is disposed of in terms of the aforesaid petition of compromise which is marked Annexure 'A' and an award in terms of it is passed and the compromise is made a part of it.

6. This is the award which I make and submit to the Government of India, under Section 15 of the Industrial Disputes Act, 1947.

Sd./- RAJ KISHORE PRASAD

Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

DHANBAD;

Dated the 31st March, 1964.

ANNEXURE 'A'

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD.

IN THE MATTER OF REFERENCE No. 39 OF 1963

PARTIES:

Employers in relation to Bhulanbararee Colliery,

AND

Their workmen represented by the General Secretary, Colliery Mazdoor Sangh, Dhanbad.

The humble petition on behalf of the above-named parties most respectfully states that the above Reference has been amicably settled between the parties on the following terms:—

1. That without prejudice to the contentions of the parties, it has been agreed that the Employers will re-instate Sharvashri Ram Prasad Nunia, Banksman and Ram Niwas Pandey, Tub-checker, the workmen concerned in the present Reference.
2. That the above workmen will report for duty within a fortnight from the date of this compromise.
3. That the period from the date of dismissal, namely, the 10th December, 1962 to the date of joining will be treated as if the workmen were on leave without wages. This period will be taken only for the continuity of their services and not for other purpose.
4. That the parties will bear their own cost of respective proceedings.

It is, therefore, humbly prayed that the present proceedings may be disposed of on the terms aforesaid and an Award may be passed in terms thereof.

And for this your petitioners as in duty bound shall pray.

For workmen:

Sd./- R. N. SHARMA,

General Secretary,
Colliery Mazdoor Sangh.

Sd./- S. P. SHAHI,
Secretary, Colliery Mazdoor

Sangh (Bhulanbararee Branch).

Sd./- RAM PRASAD NUNIA,

Sd./- in Hindi, RAM NIWAS PANDEY.

For employers:

Sd./- D. N. MEHRA,

Agent Bhulanbararee
Coal Company Limited.

Sd./- J. N. P. SAHJ,
Group Labour Officer.

Dated 26th March, 1964.

Before me,

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,
Central Government Industrial Tribunal,
Dhanbad.

[No. 2/10/63-LRII.]

S.O. 1358.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the matter of an application under section 33A of the said Act, from Shri Rajaram, son of Manbodh, Miner and Shri Puniram, son of Panchkour, c/o General Secretary, Azad Koyla Shramik Sabha, Post Office Jhagrakhand Colliery, District Surguja (Madhya Pradesh) which was received by the Central Government on the 4th April 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of a Complaint under Section 33A of the Industrial Disputes Act 1947.

COMPLAINT No. 11 OF 1962

(arising out of Reference No. 73 of 1961)

PARTIES:

1. Rajaram s/o Manbodh, Miner.
2. Puniram s/o Panchkour, c/o General Secretary, Azad Koyla Shramik Sabha, P.O. Jhagrakhand Colliery, Dt. Surguja, M.P.—*Complainants.*

Vs.

Manager, South Jhagrakhand Colliery, P.O. Jhagrakhand Colliery, Dt. Surguja.—*Opposite party.*

PRESENT:

Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Complainant: Sri B. Boral, General Secretary, Azad Koyla Shramik Sabha.

For the Opposite party: Sri R. G. Gupta, and Sri G. R. Bhandari.

STATE: Madhya Pradesh.

INDUSTRY: Coal.

Dhanbad, dated the 20th March, 1963

AWARD

This complaint was made in Reference No. 73 of 1961 on 16th April 1962 under Section 33A of the Industrial Disputes Act, 1947 by Sarvashree Rajaram and Puniram, workmen concerned at South Jhagrakhand Colliery, opposite party, complaining against their discharge by the opposite party with effect from the 13th March 1962.

2. Today (20th March 1964) by registered post a joint petition of compromise signed by Sri Boral, General Secretary, Azad Koyla Shramik Sabha, Jhagrakhand Colliery on behalf of the two complainants and by Sri R. G. Gupta, Manager, Shri G. R. Bhandari, Chief Welfare Officer of the South Jhagrakhand Colliery, opposite party, was received in which the terms of agreement between the parties are mentioned and a prayer has been made that an award in terms of the said terms be passed.

3. I have read the terms of compromise and I am satisfied that they are fair and reasonable and in the interest of both parties and therefore it is accepted. The complaint is therefore disposed of in terms of the petition of compromise which is marked Annexure 'A' and made a part of this Award.

This is the award which I make and submit to the Central Government under Section 15 of the Act.

Sd/- RAJ KISHORE PRASAD,
Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

DHANBAD;

Dated the 20th March, 1964.

ANNEXURE "A"

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of Complaint No. 11 of 1962 (Arising out of Ref. No. 73 of 1963) under Section 33A of the Industrial Disputes Act, 1947

PARTIES:

1. Rajram, s/o Manbodh, Miner.
2. Puniram, s/o Panchkour, Miner—*Complainants.*

Versus

- The Manager, South Jhagrakhand Colliery P.O. Jhagrakhand Colliery, Dist. Surguja.—*Opposite Party.*

May it please the Tribunal—

Without prejudice to management's contention that the complaint is not maintainable, the following settlement is arrived at—

1. Agreed that the complainant Sri Rajaram shall be allowed to resume work as a 'Pick Miner' at South Jhagrakhand Colliery within a week from the receipt of the Hon'ble Tribunal's Award in this complaint. He will be given the benefit of continuity of service and the period of his absence from 8th February 1962 till the date of resumption shall be treated as leave without pay.
2. It is further agreed that Sri Rajaram shall put in at least 65 days' attendance in each quarter—ending June 1964 and September 1964. If he fails to do so, his services shall automatically stand terminated with effect from 1st October, 1964.
3. Agreed that the complaint in respect of Puniram, s/o Panchkour, miner shall be withdrawn. His services shall be deemed to have been terminated with effect from 13th March 1963 and he shall have no claim for employment or any other relief in future.

The parties pray that an award be made in terms thereof.

Signed at South Jhagrakhand Colliery on the sixteenth day of March 1964.

For the Complainants

Sd/- B. BORAL,

General Secretary,

Azad Koyla Shramik Sabha (Authorised representative of the complainant)

For the Opposite Party

Sd/- R. G. GUPTA,

Manager,

South Jhagrakhand Colliery.

Sd/- G. R. BHANDARI,

Chief Welfare Officer,
Jhagrakhand Collieries.

Taken on file.

Sd/-

Presiding Officer,
Central Govt. Industrial Tribunal,
Dhanbad.

DHANBAD;

Dated the 20th March, 1964.

[No. 4/38/61-LR.II.]

S.O. 1359.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Godhar Colliery, Post Office Kusunda (Dhanbad) and their workmen which was received by the Central Government on the 7th April, 1964.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD.

In the matter of a Reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 47)

Reference No. 42 of 1962.

PARTIES: Employers in relation to the Godhar Colliery P.O. Kusunda (Dhanbad),

AND

Their workmen.

PRESENT: Shri Raj Kishore Prasad, M.A., B.L., Presiding Officer.

APPEARANCES:

For the Employers.—Sarvashree S. S. Mukherjee, Advocate, H.C.S. Dutta, Manager.

For the Workmen.—Sri Sankar Bose, Secretary, Colliery Mazdoor Sangh.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 30th March, 1964.

AWARD

Ministry of Labour & Employment, Government of India, by its Order No.2/108/62-LRII dated the 13th November, 1962 referred under Section 10(1)(d) of the Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Godhar Colliery and their workmen to this Tribunal for adjudication in respect of the matters specified below:

“whether the management of Godhar Colliery had stopped the following 13 miners from work from 30th August 1962; if so, to what relief are they entitled?”

1. Shri Jitan Bhuiyan.
2. Sri Birhaspat Bhuia(3).
3. Sri Chhatu Bhuiyan.
4. Sri Samana Bhuiyan.
5. Sri Befal Chamar.
6. Sri Jadoo Mahato.
7. Sri Churaman Mahato.
8. Sri Janki Bhuia.
9. Sri Sita Bhuiyan.
10. Sri Raghu Rabidas.
11. Sri Teko Singh.
12. Sri Birhaspat Bhuiyan.
13. Maheshi Bhuiyan.

2. Today on 30th March 1964 both the parties filed a joint petition of compromise signed by Sri Shankar Bose, Secretary, Colliery Mazdoor Sangh, on behalf of the 13 workmen concerned and by Sri S. S. Mukherjee, Advocate, and Sri H. C. S. Dutta, Manager, on behalf of the management, setting out therein the terms of the agreement and praying that an award in terms thereof be passed.

3. According to the said compromise the 13 concerned workmen are no longer interested on joining the Godhar Colliery or to continue in employment in that colliery and as such the re-instatement of these 13 workmen concerned was not pressed.

4. It was further agreed between the parties that the management should make a lump sum ex-gratia payment of Rs. 1500/- (rupees one thousand and five hundred) only for payment to the 13 workmen concerned and in accordance with the said agreed terms Rs. 1500/- was paid in the presence of the Tribunal to Sri Shankar Bose, Secretary, Colliery Mazdoor Sangh, who represented the workmen concerned for payments and distribution to them.

5. In these circumstances, the reference is disposed of in terms of the said compromise which is marked Annexure 'A' and an award in terms of the above compromise is passed and it is made a part of this award.

6. This is the award which I make and submit to the Government of India, under Section 15 of the Industrial Disputes Act, 1947.

Sd./-

RAJ KISHORE PRASAD,
Presiding Officer,

Central Govt. Industrial Tribunal,

Dhanbad,

DHANBAD;

Dated the 30th March, 1964.

ANNEXURE 'A'
BEFORE THE PRESIDING OFFICER
THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
REFERENCE No. 42 OF 1962

PARTIES:

Employers in relation to the Godhur Colliery, P.O. Kusunda, Dist. Dhanbad,
AND
Their Workmen represented by the Colliery Mazdoor Sangh, Katras Road,
Dist. Dhanbad.
The humble petition on behalf of the above-named parties.

Most respectfully sheweth:—

That without prejudice to the contentions of the parties, the above reference has been amicably settled between the parties.

2. That the 13 workmen concerned in the present Reference are no longer interested to join the Godhur Colliery or continue in the employment in that colliery and as such the re-instatement of the 13 workmen concerned is not pressed.

3. That the Management has agreed to make a lump sum ex-gratia payment of Rs. 1,500/- (Rupees one thousand five hundred) only for payment to the workmen concerned.

4. That the Management has to-day paid to the Colliery Mazdoor Sangh, the Union representing the workmen, Rs. 1,500/- (Rupees one thousand five hundred) only, the receipt whereof the Union hereby acknowledges.

5. That the parties will bear their own respective cost of the proceedings.

It is, therefore, humbly prayed that the Reference may be disposed of on the above terms and an Award passed accordingly.

And for this, your petitioners as in duty bound, shall pray.

For Workmen
SANKAR BOSE,
Secretary,
Colliery Mazdoor Sangh, Dhanbad.
Dated 30th March 1964

For Employers.
S. S. MUKHERJEE,
Advocate.

H. C. S. DUTTA,
Manager,
Godhur Colliery.
[No. 2/108/62-LR.II.]

ORDERS

New Delhi, the 8th April 1964

S.O. 1360.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bankola Colliery, Post Office Ukhra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Bankola Colliery in stopping Sri Mukuram Gour, a workman of the Colliery, from his work with effect from the 10th September, 1963 is justified? If not, to what relief is the workman entitled?

[No. 6/25/64-LR.II.]

S.O. 1361.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ardhogram Khas Colliery, Post Office Ardhogram, District Bankura (West Bengal) and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Ardhogram Khas Colliery had stopped the following workmen from their work on or about 22nd January 1964. If so whether the action of the management was justified and if not to what relief are the workmen entitled?

1. Shri Kalipada Bowri, Pickminer
2. Shri Panchu Bowri, Pickminer
3. Shri Dhuku Bauri, Pickminer
4. Shri Dula Bowri, Pickminer
5. Shri Rabi Bowri (2), Pickminer
6. Shri Goonda Bauri, Pickminer
7. Shri Khapu Bauri, Pickminer
8. Shri Sudhir Bauri, Pickminer
9. Shri Sanjula Bowri, Pickminer
10. Shri Nepal Bauri, Pickminer
11. Shri Monohar Bauri, Pickminer
12. Shri Monmotha Gope, Pickminer
13. Shri Lakhi Das, Pickminer
14. Shri Basudev Bauri, Pickminer
15. Shri Kalosona Bauri, Pickminer
16. Shri Hari Bauri, Pickminer
17. Shri Pachai Bauri, Pickminer
18. Shri Shyam Bauri, Pickminer
19. Shri Dugal Bowri (1), Pickminer
20. Shri Fani Bauri, Pickminer
21. Shri Dharam Bauri (2), Pickminer
22. Shri Gulram Bowri, Pickminer
23. Shri Gopal Bauri (3), Pickminer
24. Shri Madan Bauri, Pickminer
25. Shri Kindar Bauri, Pickminer
26. Shri Dugal Bauri (2), Pickminer.

[No. 6/19/64-LRII.]

New Delhi, the 9th April 1964

S.O. 1362.—Whereas the employers in relation to Messrs Bolani Ores Limited and their workmen represented by the Barbil Workers' Union (INTUC) have jointly applied to the Central Government for reference to a Tribunal of an industrial dispute in respect of the matters set forth in the said application reproduced in the Schedule hereto annexed;

And whereas the Central Government is satisfied that the said employees' union represents a majority of the workmen;

Now, therefore, in exercise of the powers conferred by sub-section (2) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Form 'A'—(See Rule 3)

Form of application for the reference of an Industrial dispute to a Tribunal under section 10(2) of the Industrial Disputes Act 1947.

Whereas an industrial dispute exists between the management of Messrs. Bolani Ores Limited and their workmen represented by the Barbil Workers' Union (INTUC) and it is expedient that the dispute specified in the enclosed statement which are connected with or relevant to the dispute should be referred for adjudication by a Tribunal, an application is hereby made under section 10(2) of the Industrial Disputes Act 1947, that the said dispute should be referred to a Tribunal.

This application is made by the undersigned who have been duly authorised to do so by virtue of a resolution (copy enclosed) adopted by a majority of the members present at a meeting of the Union held on the 13th March 1964.

A statement giving the particulars required under rule 3 of the Industrial Disputes (Central) Rules, 1957 is attached.

Dated, the 22nd March 1964.

Sd./- L. A. HILL,
Superintendent,
Bolani Ores Limited.
P.O. Barbil,
Keonjhar Dist. (Orissa)

Sd.-
President,
Barbil Workers' Union,
P.O. Barbil,
Keonjhar Dist. (Orissa)
Sd./- J. R. DASH,
General Secretary,
Barbil Workers' Union, P.O. Barbil,
Keonjhar Dist. (Orissa).

Statement required under rule 3 of the Industrial Disputes (Central) Rules, 1957, to accompany the form of application prescribed under sub-section (2) of section 10 of the Industrial Disputes Act, 1947.

- (a) 1. Messrs. Bolani Ores Limited, P.O. Barbil, Dist. Keonjhar (Orissa).
2. Their workmen represented by Barbil Workers' Union, P.O. Barbil, Dist. Keonjhar (Orissa).
- (b) *Specific matters in dispute.*—The Barbil Workers' Union raised a dispute in their letter dated the 12th January 1964 (copy enclosed) and served a notice of strike for the payment of Bonus to the workmen (Three demands).
- (c) Total No. of workmen employed in the undertaking affected—899.
- (d) Estimated number of workmen affected or likely to be affected—899.
- (e) Efforts made by the parties themselves to adjust the dispute—In order to resolve the dispute the parties signed a memorandum of settlement dated the 14th March 1964 (copy enclosed) before the Conciliation Officer (Central), Jharsuguda by which it has been agreed to refer the dispute in question to a Tribunal for adjudication and accordingly the parties agree that the terms of reference will be as follows:—
(i) Are not the workmen (excluding those recruited through Coalfields Recruiting Organisation) of Messrs. Bolani Ores Limited, entitled to Bonus for the year ended on 30th September 1963? If entitled, to what extent?
(ii) Whether the workmen who had struck work from the midnight of 12th/13th March 1964 to midnight of 13/14th March 1964 are entitled to wages for this period.

Copy to: 1. The Conciliation Officer (Central), Jharsuguda.
2. The Regional Labour Commissioner (Central), Visakhapatnam.
3. The Chief Labour Commissioner (Central), New Delhi.

BARBIL WORKERS UNION

Regd. No. 191

I.N.T.U.C. Affiliation No. IV/2525

Recognised by:

M/s. O.M.D. Co. Ltd., M/s. BOLANI ORES Ltd., M/s. OM & E. Co.

Ref No. _____

Dated the 12th January, 1964.

The Superintendent,
M/s. Bolani Ores Ltd.
Bolani.

NOTICE OF STRIKE

Dear Sir,

We are annexing herewith following demands of the workers of your mines for your consideration and immediate settlement. In case the demands under reference are not conceded by the 1st of March, 1964, the workers will have no other alternative but to resort to direct action including strike any time after the above date.

Please treat this as notice for termination of relevant portions of all settlements as required under the provisions of the Industrial Disputes Act and this may be considered as notice as required under sub-section (1) of section 22 of the Industrial Disputes Act, 1947

Statement of Demands:

- (1) three months wages should be paid to all workers as bonus as condition of service.
- (2) five months wages should be paid to all workers as profit sharing bonus.
- (3) all workers who have completed six months service should be paid full bonus.

Yours faithfully,

Sd./- J. R. DASH,

General Secretary.

Memorandum of settlement between Messrs. Bolani Ores Ltd. and their workmen Represented by the Barbil Workers' Union, Barbil (INTUC) arrived at during the course of conciliation proceedings held by the conciliation officer (Central) Jharsuguda, on 14th March 1964

NAME OF THE PARTIES:

Representing the Employers:

1. Shri R. SONDIL,
Per Pro Bird & Co. (P) Ltd.,
Secretaries & Treasurers,
Bolani Ores Limited.
2. Shri R. W. STEVENS,
Asst. Superintendent,
Bolani Ores Limited
P.O. BARBIL,
Keonjhar Dist. (Orissa).

Representing the Workmen:

1. Shri V. K. JOSEPH,
Vice-President
Barbil Workers' Union,
2. Shri J. R. DASH,
General Secretary,
Barbil Workers' Union.
P.O. BARBIL,
Keonjhar Dist. (Orissa).

Short recital of the case

The General Secretary, Barbil Workers' Union, had raised an industrial dispute and had served strike notice vide his letter No. B/W-BOL-49/61, dated the 11th January 1962. This dispute was amicably settled during the Conciliation Proceedings, and memorandum of settlement was signed on 1st March 1962. Now the General Secretary, Barbil Workers' Union, Barbil, in his letter dated the 12th January 1964, served a notice of strike on the Superintendent, Bolani Ores Limited, in connection with the three demands of the workmen.

The Conciliation Officer (C), Jharsuguda, held Conciliation Proceedings on 27th February 1964, which ended in failure. Even after that the Conciliation Officer (C), Jharsuguda, tried his level best to avert the strike and to bring about settlement of the dispute but he could not succeed.

All the workers of Bolani Ores Limited, struck work from the midnight of 12th/13th March 1964. The representatives of the management and the Union held informal discussion on 13th March 1964. During the discussion, the Conciliation Officer (C), Jharsuguda, Special Magistrate, Barbil, and the D.S.P. Barbil were also present. After the discussion between the parties, the Barbil Workers' Union called off the strike, *vide* their letter dated the 13th March 1964, and requested the Conciliation Officer (Central), Jharsuguda, to hold Conciliation Proceedings with a view to bringing about amicable settlement of the dispute. The Conciliation Officer (C), Jharsuguda held conciliation proceedings in the office of the Superintendent, Bolani Ores Limited on 14th March 1964 with a view to bring about an amicable settlement of the dispute. During the course of the said proceedings, the dispute has been amicably settled between the parties with a view to establishing and maintaining orderly and cordial relation between the management and the workmen so as to promote the interest of the workmen, and the efficient operation of the management's industry, on the following terms:—

Terms of Settlement

1. It is agreed that Messrs. Bolani Ores Limited, (hereinafter called the Management) and the Barbil Workers' Union, Barbil (hereinafter called the Union), will jointly apply by the 31st March 1964 to the Central Government for referring this dispute to the Tribunal for adjudication with the following terms of reference:—

(i) Are not the workmen (excluding those recruited through Coalfields Recruiting Organisation) of Messrs. Bolani Ores Limited, entitled to Bonus for the year ended on 30th September 1963? If entitled, to what extent?

(ii) Whether the workmen who had struck work from the midnight of 12th/13th March 1964 to midnight of 13th/14th March 1964, are entitled to wages for this period.

2. It is agreed that the management will not victimise any workman for having struck work during the period from midnight of 12th/13th March 1964 to midnight of 13th/14th March 1964.

3. (i) The Management agree to pay 60 days' basic wages as advance to all those workmen who have completed not less than one year's continuous service on 1st of March 1964, and 30 days' basic wages to all those workmen who have been confirmed but have not completed minimum one year's continuous service on that date. This payment of advance will be made during the 1st week of April 1964.

(ii) It is agreed that the amount of advance as stated above will be recovered from the wages of the workmen concerned in ten equal monthly instalments commencing either from the wages for October 1964, payable in November 1964, or with effect from the date of publication of the award of the Tribunal *vide* item 1 of this Memorandum of Settlement, whichever is earlier.

4. The parties agree to abide by the Code of discipline in industry and to follow all constitutional means to resolve their disputes amicably

Representing the Employer:

Sd./- R. SONDHU,
Per Pro BIRD & Co. (P) Ltd.,
Secretaries & Treasurers,
Bolani Ores Limited.

Sd./- R. W. STEVENS,
14th March 1964

Asst. Superintendent,
Bolani Ores Limited,
P.O. BARBIL,
Keonjhar Dist. (Orissa).

Witness:

(1) (Sd.) D. P. RATH,
Senior Welfare Officer,
Bolani Ores Limited,
P.O. Barbil, Keonjhar Distt.

(2) (Sd.) S. B. SINGH,
Joint Secretary,
Barbil Workers' Union,
P.O. Barbil, Keonjhar Distt. Orissa.

Representing the Workmen:

Sd./- V. K. JOSEPH, 14/3/64,

Vice-President,
Barbil Workers' Union
P.O. BARBIL

Sd./- J. R. DASH,
General Secretary,
Barbil Workers' Union
P.O. BARBIL,
Keonjhar Dist. (Orissa).

Sd./- K. SHARAN,
Conciliation Officer (Central),
Jharsuguda.

Bolani,
Dated, the 14th March 1964.

A General Body Meeting of the Barbil Workers' Union was held today, the 13th March 1964 and Shri V K Joseph the Vice-President of the Union was in the Chair, and the following resolutions were passed

"It is resolved in the meeting held on the 13th March 1964, that the entire case will be referred to the Industrial Tribunal. The General Secretary and the President of the Union are hereby authorised to take up the matter and sign the agreement on behalf of the Union on the subject of bonus issue"

Sd /- V K JOSEPH

[No 23/4/64-LR II]

S O. 1363—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Gurmint Colliery of Messrs Bengal Coal Company Limited Post Office Dishergarh Buidwan and their workmen in respect of the matters specified in the Schedule hereto annexed,

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act

SCHEDULE

Whether the management of Gurmint Colliery of Messrs Bengal Coal Company Limited were justified in not providing regular work to Shri Raj Kishore Singh by keeping him on the badli list? If not, to what relief is the workman entitled?

[No 6/33/63-LR II]

New Delhi, the 10th April 1964

S.O. 1364—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Pure Jambad Colliery of Messrs Pure Jambad Collieries Private Limited, Post Office Ukra, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the management of Pure Jambad Colliery was justified in suspending Sarvashri (1) Durga Prosad Misra, (2) Satyadeo Dubey, (3) Ramasamuj Misra (4) Ram Lakhon Dubey and (5) Hiralal Tewary, employed as night guards for a period of 5 days through its order dated 25th January 1964, if not, to what relief are the workmen entitled?

[No 6/24/64-LR II]

S O. 1365—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Ardhogram Khas Colliery, Post Office Ardhogram, District Bankura, West Bengal and their workmen in respect of the matters specified in the Schedule hereto annexed,

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication,

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act

SCHEDULE

Whether the management of Ardhogram Khas Colliery was justified in stopping from work Sarvashri 1. Pashu Bawri, 2. Narayan Muchi and 3. Kalosona Bowri, S/o Late Juti Bowri, employed as Pick Miners in their Colliery? If not, to what relief are the workmen entitled?

[No. 6/21/64-LR.II.]

S.O. 1366.—Whereas, the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Bankola Colliery, Post Office Ukhra, District Burdwan, West Bengal and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas, the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Bankola Colliery in not promoting Sri Seobux Singh to the post of Coal Cutting Machine Driver is justified? If not, to what relief is the workman entitled?

[No. 6/22/64-LR-II.]

A. L. HANDA, Under Secy.

New Delhi, the 6th April 1964

S.O. 1367.—In exercise of the powers conferred by sub-section (1) of section 83 of the Mines Act, 1952 (35 of 1952), the Central Government hereby makes the following amendment to the notification of the Government of India in the Ministry of Labour and Employment No. GSR 975, dated the 11th August, 1960, namely:—

In the Schedule annexed to the said notification, in item 11, in the entry under column (1), the words "by the Oil India Ltd." occurring at the end shall be omitted.

[No. 6/16/63-MI/Am(11).]

New Delhi, the 9th April 1964

S.O. 1368.—In exercise of the powers conferred by section 4 of the Iron Ore Mines Labour Welfare Cess Act, 1961, (58 of 1961) read with sub rule (2) of rule 3 and clause (e) of rule 7 of the Iron Ore Mines Labour Welfare Cess Rules, 1963, the Central Government hereby appoints Shri R. P. Billimoria as a member of the Advisory Committee for the State of Bihar to represent the interests of the iron ore mine owners of the State and makes the following amendment in the notification of the Government of India in the Ministry of Labour and Employment No. 3299 dated the 19th November, 1963, published at page 4120 in Part II, Section 3, Sub-section (ii) of the Gazette of India, dated the 30th November, 1963, namely:—

Under the heading "Representatives of the iron ore mine owners of Bihar", against item 4, for the entry "Shri C.J.J.R. Raju, General Superintendent of Tata Iron and Steel Company Ore Mines Quarries and Prospecting Department, Jamshedpur", the entry "Shri R. P. Billimoria Chief Personnel Manager, M/s Tata Iron and Steel Co. Ltd." shall be substituted.

[No. 8(1)/62-MII.]

R. C. SAKSENA, Under Secy.

New Delhi, the 8th April 1964.

S.O. 1369.—In exercise of the powers conferred by section 9, read with clause (a) of sub-section (1) of section 5 of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby nominates Dr. K. C. Seal, Director, Labour Bureau, Simla, to be an Independent member and Shri K. Ranganathan, Deputy

Secretary to the Government of India in the Ministry of Transport to be a member, representing the employers, of the Committee constituted by the notification of the Government of India in the Ministry of Labour and Employment, No. S.O. 2032, dated the 23rd September, 1958, *vice* Dr. A. M. Lorenzo and Shri K. Narayanan respectively and makes the following further amendments in the said notification, namely:—

In the said notification,

- (1) under the heading "*I. Independent members*," for the entries "(2) Dr. A. M. Lorenzo", the entries "(2) Dr. K. C. Seal" shall be substituted;
- (2) under the heading "*II. Representatives of employers*", for the entries against item (1), the following entries shall be substituted, namely:—
"Shri K. Ranganathan, Deputy Secretary to the Government of India, Ministry of Transport".

[No. LWI-I-6(1)/62.]

R. M. DOIPHODE, Dy. Secy.

—
New Delhi, the 10th April 1964

S.O. 1370.—In pursuance of the provisions of sub-paragraph (1) of paragraph 19 of the Employees' Provident Funds Scheme, 1952, made under section 5 of the Employee's Provident Funds Act, 1952 (19 of 1952) and in supersession of the notification of the Government of India in the Ministry of Labour and Employment No. S.O. 327 dated the 20th January, 1964, published in Part II Section 3(ii) of the Gazette of India dated the 25th January, 1964, the Central Government hereby appoints Shri B. K. Bhattacharya, as the Commissioner for the Employees' Provident Fund with effect from the forenoon of the 1st April, 1964, for the territories to which the said Act extends.

[No. 15(18)/63-PF-I.]

P. D. GAIHA, Under Secy.

MINISTRY OF INDUSTRY

Indian Standard Institution

New Delhi, the 6th April, 1964

S.O. 3371.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that nine licences, particulars of which are given in the Schedule here to annexed, have been granted authorizing the licensees to use the Standard Mark.

THE SCHEDULE

SL. No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article/Process Covered by the Licence	Relevant Indian Standard
		From	To			
1	2	3	4	5	6	7
1	CM/L-642 4-3-1964	1-4-64	31-3-65	M/s. National Laminators, Agarpara, P. O., Karmarhatti, 24-Parganas, West Bengal having their Office at National Tobacco Building, 1-2, Old Court House Corner, Calcutta-1.	Bitumen Felts for Waterproofing and Damp-Proofing Type 3 Grade I.	IS:1322-1959 Specification for Bitumen Felts for Waterproofing and Damp-Proofing.
2	CM/L-643 9-3-1964	16-4-64	15-4-65	M/s. Venus Trading Co., Undishery, Anand, (Gujarat State).	Lock Stoppers for Butyrometers Used for the Determination of Fat by Gerber Method.	IS:1123-1958 Specification for Apparatus for the Determination of Fat in Whole Milk, Evaporated (Unsweetened) Milk, Separated Milk, Skim Milk, Buttermilk and Cream by the Gerber Method.
3	CM/L-644 11-3-1964	16-4-64	15-4-65	M/s. Lachhminarain Madanlal, No. 2, Haren Mukherjee Road, Belur, Howrah having their Office at 46, Strand Road, Calcutta-7.	Wrought Aluminium Utensils, Grade SIC.	IS:21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (Second Revision).
4	CM/L-654 18-3-1964	16-4-64	15-4-65	M/s. Additions Paints and Chemicals Ltd., Huzur Gardens, Sembiam, Madras-11.	(i) Ready Mixed Paints, Brushing Red Lead, Nonsetting, Priming.	(i) IS:102-1962 Specification for Ready Mixed Paint, Brushing Red Lead, Nonsetting, Priming.

				(ii) Ready Mixed Paint, Brushing, Zinc Chrome, Priming, for used on Aluminium and Light Alloys.	(ii) IS:104-1962 Specification for Ready Mixed Paint, Brushing, Zinc Chrome, Paint for use on Aluminium and Light Alloys.
5 CM/L-646 19-3-1964	16-4-64	15-4-65	M/s. Jagatjit Distilling and Allied Industries Ltd., Jagatjit Nagar (Rly. Station Hamira, Northern Railway) Distt. Kapurthala.	Malt Extract	IS:2404-1963 Specification for Malt Extract.
6 CM/L-647 20-3-1964.	16-4-64	15-4-65	M/s. Jay Shree Textiles Ltd., Rishra, Distt. Hooghly, (West Bengal).	Fire Fighting Hose Type 2 (Fabric Reinforced Rubber Lined Woven Jacketed).	IS:636-1962 Specification for Fire Fighting Hose (Rubber) Lined Woven Jacketed (Revised).
7 CM/L-648 25-3-1964.	16-4-64	15-4-65	M/s. Indian Explosives Ltd., Gomia, Distt. Hazaribagh, Bihar, having their office at ICI House, 34, Chowringhee, Calcutta.	BHC Smoke Generators	IS:1505-1959 Specification for BHC Smoke Generators.
8 CM/L-649 31-3-1964.	1-5-64	30-4-65	M/s. Subbiah Foundry, Avanashi Road, Pappannaickenpalayam, Coimbatore-1.	Three-Phase Induction Motors Up to 3 HP only.	IS:325-1961 Specification for Three-Phase Induction Motors (Second Revision).
9 CM/L-650 31-3-1964	16-4-64	15-4-65	M/s. J. J. Sokhey Industries, Sultanwind Town, Amritsar.	Drill Chucks	IS:2243-1962 Specification for Drill Chucks.

[No. MD/33:16]

1372.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that Thirty licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

THE SCHEDULE

Sl. No.	Licence No. and Date	Period of Validity		Name and Address of the licensee	Article(s) covered by the licence	Relevant Indian Standard
		From	To			
1	2	3	4	5	6	7
1	CM/L-7 27-12-1955.	1-4-64	31-3-65	The Pioneer Magnesias Works Limited, 113/115, Mahatma Gandhi Road, Fort, Bombay.	Magnesium Chloride Grade 3.	IS:254-1962 Specification for Magnesium Chloride (<i>Revised</i>).
2	CM/L-26 21-3-1957.	1-4-64	31-3-65	M/s. Carew & Co., Ltd., Rosa, Distt. Shahjahanpur (U.P.).	Rectified Spirit, Grade 1	IS:323-1959 Specification for Rectified Spirit (<i>Revised</i>).
3	CM/L-71 13-3-1958.	1-4-64	31-3-65	M/s. Travancore Chemical and Manufacturing Co. Ltd., Manjummel, Post Box No. 19, Alwaye.	Copper Sulphate, Technical	IS:261-1950 Specification for Copper Sulphate, Technical.
4	CM/L-72 13-3-1958.	1-4-64	31-3-65	The Hindustan Electric Co., Ltd., Industrial Area, New Township, Faridabad (Punjab)	Three-Phase Induction Motors from 1 H.P. to 10 H.P.	IS:325-1961 Specification for Three-Phase Induction Motors (<i>Second Revision</i>).
5	CM/L-118 19-2-1959.	2-3-64	1-3-65	M/s. Bengal Plywood Manufacturing Company, 36, Fore-shore Road, Shalimar, P. O. Botanic Garden, Howrah.	Tea-chest Plywood Panels	IS:110-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
6	CM/L-120 20-3-1959.	1-4-64	31-3-65	M/s. Himalayan Plywood Industries Private Ltd., Tinsukia P.O., Distt. Lakhimpur, Assam.	Tea-chest Plywood Panels.	IS:110-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
7	CM/L-162 5-2-1960.	1-4-64	31-3-65	M/s. National Pipes & Tubes Co. Ltd., "Stephen House", 4, Dalhousie Square East, Calcutta-1.	(a) Naval Brass Rods, Bars and Sections. (b) Free Cutting Brass Rods and Sections.	IS:291-1961 Specification for Naval Brass Rods and Sections (Suitable for Machining and Forging) (<i>Revised</i>). IS:319-1962 Specification for Free Cutting Brass Rods and Sections (<i>Revised</i>).

8	CM/L-163 5-2-1960.	1-4-64	31-3-65	M/s. National Pipes & Tubes Co. Ltd., "Stephen House," 4, Dalhousie Square East, Calcutta-1.	(c) High Tensile Brass Rods and Sections. (a) Copper Rods for Boiler Stay Bolts and Rivets. (b) Copper Bars and Rods for Electrical Purposes.	IS:320-1962 Specification for High Tensile Brass Rods and Sections (<i>Revised</i>). IS:288-1960 Specification for Copper Rods for Boiler Stay Bolts and Rivets (<i>Revised</i>). IS:613-1954 Specification for Copper Bars and Rods for Electrical Purposes.
9	CM/L-170 11-3-1960.	1-4-64	31-3-65	The Britannia Biscuit Co. Ltd., 15, Taratola Road, Calcutta-27.	Biscuits (Excluding Wafer Biscuits) of the following varieties : Glaxo, Bourbon, Bournvita, Dainty Cream, Nice, Digestive, Orange Cream, Circus, Petit Beuree, Marie, Cottage Cream, Ginger Nuts, Embassy Cream, Thin Arrowroot, Cream Crackers, Nimki, Golden Puff, Cheeselets, Brita, Zesta, Coconut Cookies, Club Snax, Fruit Cream.	IS:1011-1957 Specification for Biscuits (Excluding Wafer Biscuits).
10	CM/L-172 11-3-1960	1-4-64	31-3-65	M/s. Parle Products Mfg. Co. Private Ltd., North Level Crossing, Vile Parle, Bombay-24.	Biscuits (Excluding Wafer Biscuits) of the following varieties : Bikkies, Korumba, Khara, PPC, Gluco, Monaco.	IS : 1011-1957 Specification for Biscuits (Excluding Wafer Biscuits).
11	CM/L-280 13-3-1961	20-3-64	19-3-65	M/s. Jayshree Plywoods, Prop. : Jayshree Tea and Industries, Ltd., India Exchange, Calcutta-1.	Tea-Chest Plywood Panels	IS : 10-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
12	CM/L-372 11-1-1962	1-2-64	31-1-65	M/s. Tata-Fison Ltd., Pandit Motilal Nehru Road, Jamuna Kinara, Agra.	BHC Emulsifiable Concentrates	IS : 632-1958 Specification for BHC Emulsifiable Concentrates (<i>Revised</i>).
13	CM/L-386 5-3-1962	15-3-64	14-3-65	The Indian Yeast Co. Ltd., Bhadrakali, Konnagar, West Bengal having their office at 4, Bankshall Street, Calcutta-1.	Baker's Yeast Dried	IS : 1320-1958 Specification for Baker's Yeast.

1	2	3	4	5	6	7
14	CM/L-387 5-3-1962	15-3-64	14-3-65	M/s. Boots Pure Drug Co. (India) Pvt. Ltd., Sion, Bombay-22, having their registered Office at 17, Nicol Road, Bombay-1.	Copper Oxychloride Dusting Powders.	IS : 1506-1959 Specification for Copper Oxychloride Dusting Powders.
15	CM/L-388, 5-3-1962	15-3-64	14-3-65	M/s. Prabhat Udyog Ltd., Prabhat Udyog Nagar, Ghodbunder Road, Jogeshwari, Bombay-60, having their office Noble Chambers, Parsi Bazar Street, Fort, Bombay-1.	Oil Pressure Stoves	IS : 1342-1959 Specification for Oil Pressure Stoves.
16	CM/L-389, 5-3-1962.	15-3-64	14-3-65	The National Insulated Cable Co. of India Ltd., Shamnagar, (24 Parganas, West Bengal), having their Registered Office at Nicco House, Hare Street, Calcutta-1.	PVC Cables only (250 volts and 650 volts Grade).	IS : 694-1960 Specification for PVC Cables and Cords for Electric Power and Lighting for Working Voltages up to and Including 650 volts to Earth. (<i>Tentative, Amended</i>).
17	CM/L-459, 25-9-1962	6-3-54	5-3-65	M/s. Jyoti Wire Industries, 112, Sonawala Property Estate, Goregaon East, Bombay-62, having their office at 164, Kika Street, Bombay-4.	Bare Annealed High Conductivity Copper Wire, Plain and Tinned.	IS : 396-1953 Specification for Bare-Annealed High-Conductivity Copper Wire for Electrical Machinery and Apparatus (<i>Tentative</i>) and clause 12.8 of IS : 434-1953 (for Tinning Requirement only).
18	CM/L-475, 27-11-1962	1-4-64	31-3-65	M/s. V. Gopalakrishnan Chettiar & Coy., Proprietors : M/s. Madura Metal Products, 32, 32-A, Bridge Station Road, Sellur, Tallakulam, P.O. Madurai-2.	Wrought Aluminium Circles, Grades SIB & SIC.	IS : 21-1959 Specification for Wrought Aluminium and Aluminium Alloy for Utensils (<i>Second Revision</i>).
19	CM/L-492, 26-12-1962	16-3-64	15-3-65	M/s. Alma Electrical Corporation Private Ltd., Garia Mathurapur Road, Garia, 24 Parganas, having their office at 5, Hastings Street, Calcutta-1.	Metal Clad Switches 15 Amps, 250 & 500 volts only.	IS : 1567-1960 Specification for Metal Clad Switches (Current Rating Not exceeding 100 Amps).
20	CM/L-506, 13-2-1963	1-3-64	28-2-65	M/s. Great Indian Plywood Mfg. Co., 76, Jessore Road, Dum Dum, Calcutta-28.	Tea Chest Metal Fittings	IS : 10-1953 Specification for Plywood Tea-Chests (<i>Revised</i>).
21	CM/L-507, 21-2-1963.	15-3-64	14-3-65	M/s. Geo Industries and Insecticides (India) Private Ltd., Field No. 82/3(a) Sathankadu, Kaladipet, Madras -19.	DDT Dusting Powders	IS : 564-1961 Specification for DDT Dusting Powders (<i>Revised</i>).

22	CM/L-508, 25-2-1963	15-3-64	14-3-65	M/s. Tata Fison Ltd., Palluruthy, Cochin-5, having their office at Union Bank Building, Dalal Street, Fort, Bombay-1.	Endrin Emulsifiable Concentrates.	IS : 1310-1958 Specification for Endrin Emulsifiable Concentrates.
23	CM/L-509, 25-2-1963	15-3-64	14-3-65	M/s. Henley Cables India Ltd., Hadapsar Industrial Estate, Sholapur Road, Poona-1, having their Registered Office at Henley House, Ballard Estate, Bombay-1.	PVC Cables, 250 & 650 volts Grades, with Copper & Aluminium Conductors and PVC Insulated and Sheathed, Flexible Cords 250 Volts Grade, with Copper Conductors.	IS : 694-1960 Specification for PVC Cables & Cords for Electric Power and Lighting for Working Voltages up to and Including 650 volts to Earth (<i>Tentative Amended</i>).
24	CM/L-510, 28-2-1963.	15-3-64	14-3-65	M/s. Nagrath Paints Private Ltd., 46, Fazalganj, Kanpur (UP).	(i) Enamel, Brushing, Interior, (1) Undercoating (2) Finishing. Colour as required. (ii) Enamel, Brushing Exterior Type 1 (Synthetic) (1) Undercoating (2) Finishing Colour as required. (iii) Enamel, Spraying, Exterior, Type 1 (Synthetic) (1) Undercoating (2) Finishing Colour as required.	(i) IS: 133-1950 Specification for Enamel, Brushing interior, (1) Undercoating, (2) Finishing. Colour as required. (ii) IS : 520-1954 Specification for Enamel, Brushing, Exterior Type 1 (Synthetic) (1) Undercoating (2) Finishing Colour as required. (<i>Tentative</i>). (iii) IS : 521-1954 Specification for Enamel, Spraying Exterior Type 1 (Synthetic) (1) Undercoating. (2) Finishing Colour as required (<i>Tentative</i>).
25	CM/L-512, 28-2-1963	15-3-64	14-3-65	M/s. Yawalkar Insecticides & Chemicals, Factory, Shed No. 20, Industrial Estate, Kamptee Road, Nagpur-4, having their office at Bhagwahaar, Layout, Dharampeth, Nagpur-1.	DDT Dusting Powders	IS : 564-1961 Specification for DDT Dusting Powders (<i>Revised</i>).
26	CM/L-514, 7-3-1963.	15-3-64	14-3-65	The Indian Tool Manufacturers Ltd., 101, Sion Road, Bombay-22.	Parallel Shank (Short Series) & Taper Shank Twist Drills.	IS : 599-1960 Specification for Twist Drills (<i>Revised</i>).
27	CM/L-515, 15-3-1963.	1-4-64	31-3-65	M/s. A.M. Rehmani, 1863 Kalupur, Panchapatty, Ahmedabad-1.	Dye-Based Fountain Pen Inks, Blue, Green, Red & Black.	IS : 1221-1957 Specification for Dye-Based Fountain Pen Inks (Blue, Green, Violet, Black and Red).

1	2	3	4	5	6	7
28	CM/L-516, 21-3-1963.	1-4-64	31-3-65	M/s. Henley Cables India Ltd., Hadapsar Industrial Estate, Sholapur Road, Poona-I, having their registered Office at Henley House, Ballard Estate, Bombay-I.	Type Non-Flexible Cable (i) TRS (Tough Rubber Sheathed) (ii) Braided & Compounded (iii) Weatherproof (iv) TRS (Tough Rubber Sheathed) Flexible Cords (v) Twin Twisted, 'Domestic' Type (vi) TRS (Tough Rubber Sheathed) Tea-Chest Plywood Panels	Volage Grade 250 voets } 250 & 650 } volts } 250 volts } 660 volts } Copper or Alu- minium Copper only Copper only
29	CM/L-522, 27-3-1963.	1-4-64	31-3-65	M/s. Standard Industrial and Commercial Corporation Ltd, 24, Chittaranjan Avenue Calcutta-12, (Factory at 20, Harish Neogy Road, Calcutta- 4 under the style of M/s. Standard Laminations).	IS : 10-1953 Specification for Plywood Tea-Chests (Revised).	
30	CM/L-523, 27-3-1963	1-4-64	31-3-65	M/s. Kamrup Industries Private Ltd., 9, Old Court House Street, Calcutta-I (Factory at 96, Mahendra Banerjee Road, Behala, Calcutta-34).	IS : 10-1953 Specification for Plywood Tea-Chests (Revised).	

[No. MD/33-16/A.]

S.O. 1373.—In pursuance of sub-regulations (2) and (3) of regulation 3 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as amended in 1961 and 1962, the Indian Standards Institution hereby notifies that the Indian Standard(s), particulars of which are given in the Schedule hereto annexed, have been established during the period 18th March to 5th April 1964.

THE SCHEDULE

Sl. No.	No. and Title of the Indian Standard Established	No. and Title of the Indian Standard or Standards, if any, superseded by the new Indian Standard	Brief Particulars
(1)	(2)	(3)	(4)
1	IS:965-1963 Equivalent Metric Units for Scales, Dimensions and Quantities in General Construction Work (<i>Revised</i>)	IS:965-1958 Equivalent Metric Units for Scales, Dimensions and Quantities in General Construction Work.	This standard lays down equivalent metric units for the various dimensional values met with in general construction work and at present expressed in the foot-pound-second (fps) system. (<i>Price Rs. 6-00</i>).
2	IS:1020-1963 Conversion Tables for Ordinary Use (<i>Revised</i>)	IS:1020-1957 Conversion Tables for Ordinary use.	This standard gives basic conversion factors for the non-metric units, generally recognised in the country, relating to length, area, weight, capacity and fuel consumption, and the new decimal units to which the country is changing over. Selected conversion tables for ordinary day-to-day use have also been included. (<i>Price Re. 0-75</i>).
3	IS:2120-1963 Specification for 15-Ampere Tumbler Switches (<i>Revised</i>)	IS:2120-1962 Requirements for Electrical Appliances and Accessories	This standard covers the requirements for tumbler switches of surface and flush type rated at 15 amperes for voltages not exceeding 250 volts, AC or AC/DC. (<i>Price Rs. 3-50</i>).
4	IS:2539-1963 Specification for Plane Tables.	..	This standard deals with the requirements of plane table boards, plane table stands and sight rules. (<i>Price Rs. 2-00</i>).
5	IS:2581-1963 Specification for Round Strand Galvanized Steel Wire Ropes for Shipping Purposes.	..	This standard covers galvanized round strand steel wire ropes of ordinary right-hand lay for shipping purposes. The tensile ranges of the wires are 125 to 140, 140 to 160 and 160 to 175 kgf/mm ² . (<i>Price Rs. 5-50</i>)
6	IS:2588-1964 Specification for Blacksmith's Vices	..	This standard covers the requirements for blacksmith's vices commonly used in smithy shops for simple forging or other manual operations. (<i>Price Rs. 2-00</i>)

Copies of these Indian Standards are available, for sale, with the Indian Standards Institution, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-1, and also at its branch offices at (i) 232, Dr. Dadabhai Naoroji Road, Bombay-1, (ii) Third Floor, 11, Sooterkin Street, Calcutta-13, (iii) 2nd Floor, Sathyamurthi Bhavan, 54, General Patters Road, Madras-2 and (iv) 14/69, Civil Lines, Kanpur.

S.O. 1374.—In pursuance of the provisions of sub-rule (2) of rule 3 of the Indian Standards Institution (Certification Marks) Rules, 1955, as amended in 1962, the Indian Standards Institution hereby notifies that the Standards, the details of which are given in the Schedule hereto annexed, have been recognized by the Institution as Indian Standards during the quarter ending 31st March 1964.

THE SCHEDULE

Sl. No., Title and Name of the Organisation which prepared and established the Standard	No. and title of the Recognized Standard
1 B.S. 857-1954 Safety Glass for Land transport British Standards Institution London W.1.	IS: 2553-1963 Specification for Safety Glass for Land Transport.
2 B.S. 861 : Part I : 1955 Air Break Switches and Isolators Part I: Switches and Isolators for Voltages not exceeding 660 volts and for currents not exceeding 200 amperes British Standards Institution London W.1	IS: 2607-1964 Specification for Air-Break Switches and Isolators for Voltages not exceeding 660 Volts.

[No. MD/13:3.]

New Delhi, the 7th April 1964

S.O. 1375.—In licence No. CM/L-467, dated 30th October 1962 held by M/s. Shalimar Tar Products (1935) Ltd., Bombay, the details of which are published under S.O. 3538 in the Gazette of India, Part II, Section 3 (ii), dated 21st December 1963, an additional variety, namely, Bitumen Felts for Fater-Proofing and Damp-Proofing, Type 3, Grade 2, has been included with effect from 30th March 1964.

[No. MD/12:829.]

S. K. SEN,

Head of the Certification Marks Department.

OFFICE OF THE COMMISSIONER OF INCOME-TAX, MADRAS-34

Madras, the 3rd April, 1964

S.O. 1376.—In pursuance of sub-section (5) of section 226, and section 229 of the Income-tax Act, 1961 (43 of 1961), section 33 of the Gift-tax Act, 1958 (18 of 1958), and section 19 of the Super Profits Tax Act, 1963 (14 of 1963), and of all other powers enabling him in this behalf and in supersession of all previous orders in so far as they relate to the subject, the Commissioner of Income-tax

Madras, hereby authorises the Income-tax Officers subordinate to him to recover Gift tax
Gift Tax Officers

from an assessee the tax, interest, fine, penalty and any other sum payable under the provisions of the said Acts by the said assessee by distraint and sale of his movable property in the manner laid down in the Third Schedule to the said Income-tax Act, 1961.

[No. C. 213(1)64.]

H. P. SHARMA, Commissioner.